

**STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
101 East River Drive
East Hartford, CT 06108**

**RFP #06ITZ0047
Managed Emergency Telephone Notification System
May 26, 2006**

AMENDMENT # 1
provides the following:

- 1. Eliminates the requirement that the system should support 15 languages. Vendors must explain how they will handle foreign language requirements.**
- 2. Adds the Vendor Questions & Answers Document.**
- 3. Extends the RFP due date to Thursday, June 8, 2006.**

Note: A signature line has been included below. A copy of this page signed in ink is required with the Proposal to show that vendors have received this Amendment.

VENDOR'S SIGNATURE ACKNOWLEDGING RECEIPT

(This page should be signed and returned WITH PROPOSAL. If vendor fails to submit signed Amendment, vendor will still be responsible for adhering to its content)

APPROVED: _____

JACQUELINE SHIRLEY
DIRECTOR, IT CONTRACTS AND PURCHASING
CONTRACTS AND PURCHASING DIVISION

RFP #06ITZ0047
Vendor Questions and Answers
Amendment #1

- 1. Q. Are there other specific systems that the METNS system needs to connect to that require the IBM MQ series messaging?**

A. No.
- 2. Q. Can the State identify the specific fifteen (15) languages that are being requested?**

A. The State has removed the requirement of 15 languages, vendors must explain how they will handle foreign language requirements.
- 3. Q. It should be possible to send different messages to different call lists as part of a single call out activation. How does the State envision the usage of the ability to send different messages to different call lists as part of a single call out activation. Can you give us an example of how this would be used?**

A. Multiple simultaneous events may require different messages to different lists.
- 4. Q. The system must be able to transmit to any IP based device including e-mail and instant message screen names.
Competing IM vendors do not share protocol.
Jabber is only open source IM currently.
IM requires the receiver of the message to actually be logged into their system. Does the State wish to reconsider the instant messaging portion of this as a mandatory feature?**

A. The IM specific component is not a mandatory feature.
- 5. Q. Is CL.02 and CL.04 the same requirement?**

A. Yes
- 6. Q. Can the State give further clarification on the requirement.**

A. The requirement should be flexible to allow for administrator changes
- 7. Q. Telephone lines must be dedicated to the system, and not shared with other users who will be in contention for them. Because of the pricing, does the State wish to reconsider this requirement as a desirable option?**

A. No.

8. Q. **Is it not more advantageous that the system recognize a live person is on the line, an answering machine, or the use of a PIN number?**
- A. If your proposed solution has these capabilities, please describe them in your response.
9. Q. **Who are the wireless carriers in the State and does the state already have an agreement with the carriers to provide them with Lat. Long GPS positioning I information?**
- A. Yes.
10. Q. **The sections 3.12.3.3 states three seconds or less and section SP.01 has specific response times for transactions and reports that are all above the three seconds. Please explain?**
- A. The State has determined that the sending message times are more critical than the reports.
12. Q. **What is considered a transaction update? Is this a specific call list or record look-up or other?**
- A. A transaction update is the time to update a field or record within the system.
13. Q. **Would the State reconsider the Linux Operating System, and MySQL Database as an acceptable platform for solution design and submission, either in whole, or as a component/subsystem of the primary Managed Emergency Telephone Notification System, to be installed on-site, as well as in an Application Service Provider (ASP) model?**
- A. All system components must be clearly defined in your response.
14. Q. **Would the State reconsider the submission of component solutions, such as high-volume text and email alerting & notification, as optional systems offered via Attachment 11, Evaluation and Selection Criteria, 3.1, Evaluation of Optional Sections, Pg 3 of 5, in addition to this type of component system being offered as part of an integrated solution under the submission of a Prime Contractor for the Managed Emergency Telephone Notification System?**
- A. This may put you at a disadvantage, but you are free to submit your proposal anyway.

15. **Q. In the vendors meeting, it was mentioned that the RFP will be for the State of CT to be the user of the system, with the option for municipalities to also participate but for an additional cost.**
- a. **In the pricing worksheets given, how can we show the additional cost per municipality who opts in? Do we simply submit a version of the cost worksheets for the state and also a version for the per-municipality cost?**
- b. **Will the participating municipalities be in contention with the 3000-call capacity requested by the state or will it be required for each participating municipality to have their own dedicated 3000-call capacity?**
- A. The State of CT may buy a system for use at the State EOC, municipalities may purchase additional systems, pricing should reflect such.
16. **Q. In section SS.06: What specific type of 128-bit encryption is required? (3DES?) Also, what exactly will be required to be encrypted? Is the intent that this requirement is referring to the use of SSL with web-based services?**
- A. Yes it is the intent that this requirement is referring to the use of SSL for web-based services. Respondent should explain which SSL solution to be implemented.
17. **Q. Who supplies the phone listings and how often will the listings be required to be bulk updated? Will the listings be supplied by the state through their contacts with the LEC? Or will the vendor be required to supply the listings? If supplied by the state whose responsibility will it be to geo-code the phone listings (state or vendor?)? If supplied by the vendor, where in the cost worksheet should the cost be provided?**
- A. Supplier - To be determined, Phone listings should have corresponding street address.
18. **Q. Is it correct that if the solution is hosted by the vendor and does not require installation of software or equipment at the customer's site, that the RFP response does not need to include details on compliance with EWTA standards? (i.e. such as internal use of IBM MQ series or internal use of XML-based messaging)**
- A. Yes, that is correct, however, the solution software and hardware must be disclosed.
19. **Q. Can the State elaborate on section 3.12.4 and what it is asking for specifically?**
- A. If the solution being offered by the vendor will require to conversion of data from an external source, it must be described, in detail, in the vendor's response.
20. **Q. In section IM.05, what is the required availability and turn-around time of**

message translation services? Will there be a need for “after-hours” translations?

A. Yes

21. Q. In the RFP, section DM.09, which instant messaging services is the system required to be interoperable with?

A. IM component is not mandatory, if available as option please explain

22. Q. In section DM.07, please elaborate on the requirement for “there auto-initiated broadcasts shall be configurable to report to a designated point in the region, sub region, town, or town agency no later than 30 minutes prior to activation.”

A. This is to enable the confirmation of a prerecorded message before it is sent, in the event that another event occurs which would preclude its transmission.

23. Q. In the RFP, section ET.01 & ET.02, it will be difficult or impossible to quote pricing for implementation of these emerging technologies without details on how one would integrate with the wireless carriers to obtain such information as well as without the information on what a wireless carrier would charge us to dip for such data. How is it suggested that vendors quote pricing on this?

A. Explain your solution and costs.

24. Q. Are all documents listed in section 2.5 “System Documentation” required to be submitted with the response? (or will these only need to be provided during implementation?) Also, are all of these documents necessary to be provided if the solution is a fully-hosted solution?

A. System documentation must be provided if available, examples of documentation which would be generated specifically for a installation should also be provided.

25. Q. Have you researched the products in the market before issuing the RFP?

A. The RFP was based upon our business needs not market availability

26. Q. Did you meet with any vendors prior to issuing the RFP that can meet all of the requirements in the RFP?

A. No vendors were met with since the starting of this project.

27. Q. Have you considered a product that has a flat fee and does not charge by the minute or per use?

A. We are considering all options.

- 28. Q. How do you plan on getting the phone numbers of the people the system will be calling? How often do you expect the phone numbers to be refreshed?**
- A. Yet to be determined
- 29. Q. Will the system be made available for use to municipal leaders?**
- A. If the system is purchased for use by a municipality or region.
- 30. Q. Who will be the primary state users (e.g., governor, homeland security director)?**
- A. All public safety agencies
- 31. Q. Are the terms laid out in the RFP's contract negotiable?**
- A. Information regarding this question is contained in the RFP. Please read the entire RFP.
- 32. Q. Which foreign countries are the system required to call?**
- A. No such needs have been identified as of yet.
- 33. Q. How does the state plan on getting around the student privacy laws laid out in FERPA?**
- A. This is a functionality question, all applicable privacy laws will be adhered to.
- 34. Q. Regarding requirement CL.09, how do you plan on authenticating the identity of the user trying to update their information?**
- A. The vendor will propose a solution.
- 35. Q. Regarding requirement GN.08, does the system have to have an accounts payable/billing module?**
- A. The system needs to generate the data to be used by a payable/billing module.
- 36. Q. Regarding requirement GN.08, would the vendor need to train every municipality in the State?**
- A. No. Only municipalities that purchase the system.

37. Q. In the RFP, GN.12 states, "...start the recorded message without delay the moment the telephone receiver is picked up." Please define "without delay."

A. The intent is not to have any "dead air" where a recipient would hang up the phone thinking that no one is there.

38. Q. In the RFP, ET.01 may be a patented technology. Is the state willing to pay a licensing fee for another vendor to implement that?

A. Any fees must be explained within the response.

39. Q. How should vendors with ASP solutions gauge the performance of their systems?

A. Responses should indicate measurement method and tools used.

40. Q. Please provide us with a list of the vendors who attended the bidders' conference.

A. The list of the vendors who attended the conference has been posted to the DOIT website.

41. Q. Please clarify and define persons of "special needs" and who determines ring configuration based upon special need?

A. Explain how you would allow system administrator to make changes based on the special needs classification.

42. Q. Does GIS exist in any form either on a state level or local level? If GIS does exist, is it ESRI-based?

A. See GIS requirements section.

43. Q. What is the warranty period for the various deliverables requested?

A. In the proposed solution response explain the warranty periods and variations.

44. Q. Explain whether the state will holdback 10% or 20%

A. Please read the Holdback Requirement section, 2.2.8.

45. Q. Page 2 of 18: If the State reserves the right to incur or add costs, which in the State's opinion, have not been included in the vendor's proposal that may contribute to the State's total cost of ownership; will those "added costs" be counted against the vendor's original cost proposal?

A. Yes.

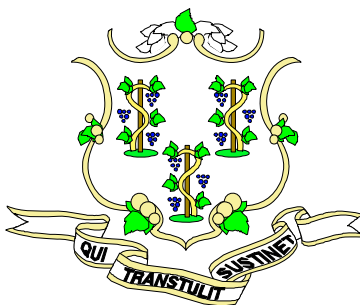
VENDOR CONFERENCE ATTENDEES

For

Managed Emergency Notification Telephone System

RFP 06ITZ0047  **April 25, 2006**

Attendee	Company Name & Address	Phone No.	E-Mail Address
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STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
(www.ct.gov/doit)

REQUEST FOR PROPOSALS

RFP # 06ITZ0047

Managed Emergency Telephone Notification System

Date Issued: April 10, 2006

Due Date & Time: May 26, 2006 @ 2:00 p.m. Eastern Time

Send all sealed responses to:

**State of Connecticut
Department of Information Technology
Contracts & Purchasing Division
Attn: Marcie Wilson
101 East River Drive
East Hartford, CT 06108**

REQUEST FOR PROPOSAL

DOIT-CPD-25 Rev. 02/06

APPROVED _____

Jacqueline Shirley
Director, IT Contracts & Purchasing Division
(Original Signature on Document in CPD Files)

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State of Connecticut, Department of Emergency Management and Homeland Security
Request for Proposals
Managed Emergency Telephone Notification System (METNS)

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ATTACHMENTS

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1 FOREWORD

1.1 PREFACE

The Department of Information Technology (DOIT) is responsible for “The purchase and provision of supplies, materials, equipment and contractual services, as defined in section 4a-50” (CGS Sec 4a-2). Within DOIT, the Contracts and Purchasing Division (CPD) is responsible for processing and authorizing all procurement activities for Information Technology and micro-graphic hardware, equipment, software and contractual services.

The DOIT Vision is “That the State of Connecticut’s information technology is integrated, eliminating duplication and redundancy, while allowing for the sharing of information and the consolidation of reports throughout all the State agencies.” This vision is the umbrella under which all State purchases will be governed.

1.2 OBJECTIVE

The State of Connecticut’s Department of Information Technology (DOIT), IT Contracts & Purchasing Division (CPD), is issuing this Request for Proposals (RFP) on behalf of the Department of Emergency Management and Homeland Security (DEMHS) for the purposes of the design, implementation and warranty for a Managed Emergency Telephone Notification System (METNS).

1.3 BACKGROUND

The Department of Emergency Management and Homeland Security has been reliant upon a several means of communicating with the public in times of emergency or disaster such as the Emergency Alerting System. In addition the municipalities and regional planning and response agencies throughout the state have the same need to notify the public via telephones rapidly in the case of a disaster or emergency. It is the intention of this system to provide for this type of rapid communication.

1.4 EVALUATION

An evaluation team will review all vendor responses to this RFP. The evaluation team shall review the entire Business and Technical Proposal first, without reference to the Cost Proposal. The Business and Technical Proposal will be scored in accordance with a weighting scheme established and approved prior to the opening of any proposal. The Cost Proposal will only be scored for vendors whose Business and Technical Proposal achieve a predetermined minimum score. The State reserves the right to infer or add costs, which in the State’s opinion, have not been included in the vendor’s proposal that may contribute to the State’s total cost of ownership.

1.5 IMPLEMENTATION

As a result of the evaluation process, if the proposal of a given vendor is found to be most advantageous, the State shall select that vendor(s) to negotiate a contract with the State for the implementation of the vendor's proposal.

2 ADMINISTRATIVE REQUIREMENTS

2.1 VENDOR INSTRUCTIONS

2.1.1 CONFORMITY TO INSTRUCTIONS

Vendors must conform with all RFP instructions and conditions when responding to this RFP. The State, at its discretion, may reject any nonconforming proposal.

2.1.2 PROPOSAL RESPONSES TO THIS RFP

Vendors desiring to participate in this RFP process must submit proposals with the format and content as detailed in *Attachment 2 – Vendor Proposal Format and Content Requirements*. Vendors must respond to all requirements set forth in this RFP.

The requirements for this RFP, found in *Attachment 6 – Business and Technical Requirements*, are characterized as follows:

- ◆ Each requirement is specifically identified with a unique requirement number and is noted as “Mandatory” or “Desirable” to the right of the specific requirement. All Core requirements are to be considered “Mandatory”, unless a specific requirement is categorized as “Desirable” or “Optional”.
- ◆ Within the "Optional" sections, some requirements are identified as “Mandatory”. Vendors choosing to respond to the “Optional” sections must ensure that they satisfy these “Mandatory” requirements.

2.1.3 IDENTIFYING RFP COMMUNICATIONS

All proposals and other communications with the State regarding this RFP must be submitted in writing in sealed envelopes or cartons clearly identifying:

- ◆ The appropriate RFP reference, such as “RFP # 06ITZ0047”,
- ◆ The applicable proposal due date and time,
- ◆ The name and address of the originating vendor , and
- ◆ An indication of the envelope contents (e.g., "BUSINESS & TECHNICAL PROPOSAL," "NEGATIVE RESPONSE," "QUESTIONS," "COST PROPOSAL", and so forth).

Any material received that does not so indicate its RFP related contents will be opened as general mail, which may not ensure timely receipt and acceptance.

2.1.4 VENDOR QUESTIONS AND STATE REPLIES

The DOIT Contracts and Purchasing Division will reply to any written vendor questions which it receives in accordance with *Section 3.1* and no later than the Vendor Questions Due date specified in *Section 3.1.1*.

Copies of this RFP will be made available only on the Internet, from the DOIT web page (www.ct.gov/doit). Access the RFP by selecting the IT Contracts & Purchasing tab and then click on Bid/Proposal Notices. The State may, in its sole discretion, orally communicate responses to vendors if it is likely that written responses will not reach them prior to the proposal due date. However, oral communications notwithstanding, the State shall be bound only by the written document which follows.

2.1.5 ACCEPTANCE OF ADMINISTRATIVE REQUIREMENTS

Vendor proposals must include unequivocal statements accepting the administrative requirements of this RFP, and must reflect compliance with such requirements. Any failure to do so may result in the State's rejection of the proposal. These statements must be included in the Transmittal Letter.

2.1.6 DEVIATING FROM RFP SPECIFICATIONS

The State will reject any proposal that deviates significantly from the specifications of this RFP. Vendors submitting proposals with any minor deviations must identify and fully justify such deviations for State consideration.

2.1.7 EXCLUSION OF TAXES FROM PRICES

The State of Connecticut is exempt from the payment of excise and sales taxes imposed by the Federal Government and/or the State. Vendors remain liable, however, for any other applicable taxes.

2.1.8 VENDOR CONTACT(S)

The proposal must provide the name, title, address, telephone number and email address of the contact person(s) responsible for clarifying proposal content and for approving any agreement with the State. This information must be included in the Transmittal Letter.

2.1.9 VALIDATION OF PROPOSAL OFFERINGS

The proposal shall be a binding commitment which the State may include, at its sole discretion, by reference or otherwise, into any agreement with the vendor. Therefore, each proposal copy must be validated by signature of a person having such authority to commit the vendor. The signer's authority in this regard must be authenticated by a signed statement to that effect by an appropriate higher-level company official. A Vendor Proposal Validation and Authentication Statement, attached to this RFP as *Attachment 4*, must be used for this purpose.

2.1.10 PROPOSAL COMPLETENESS

To be acceptable, proposals must contain all required information and statements in the form requested by this RFP. Vendor proposals must submit "none" or "not applicable" responses to any RFP question and information request, when such a response is the only appropriate response, *Attachment 2-Vendor Proposal Format and Content Requirements*, for additional detail on responding to requirements.

2.1.11 RESTRICTIONS ON CONTACTS WITH STATE PERSONNEL

From the date of release of this RFP until the right to negotiate a contract is awarded as a result of this RFP, all contacts with personnel employed by or under contract to the State of Connecticut are restricted. During the same period, no prospective vendor shall approach personnel employed by or under contract to the State, any other State agency participating in the evaluation of proposals, or any other related matters. An exception to this restriction will be made for vendors who, in the normal course of work under a current and valid contract with other State agencies, may need to discuss legitimate business matters concerning their work with the contracting agency.

Violation of these conditions may be considered sufficient cause by the State to reject a vendor's proposal, irrespective of any other consideration.

2.2 OTHER CONDITIONS

2.2.1 OTHER RIGHTS RESERVED

The State, at its sole discretion in determining that its best interests would be served, reserves the right to:

- 1) Amend or cancel this RFP at any time prior to contract award,
- 2) Modify deadlines through amendments to this RFP,
- 3) Refuse to accept, or return accepted proposals that do not comply with procurement requirements,
- 4) Reject the proposal of any vendor in default of any prior contract or for misrepresentation of material presented,
- 5) Reject any proposer's response that is received after the deadline,
- 6) Reject any proposal which is incomplete or in which there are significant inconsistencies or inaccuracies,
- 7) Accept or reject any or all proposals submitted for consideration in whole or in part; and to waive technical defects, irregularities, or omissions,
- 8) Allow no additions or changes to the original proposal after the due date specified herein, except as specifically requested and authorized by the State,
- 9) Require organizations, at their own expense, to submit written clarification of proposals in a manner or format that the Department may require,
- 10) Require organizations, at their own expense, to make oral presentations at a time selected and in a place provided by the Department. Invite vendors, but not necessarily all, to make an oral presentation to assist the Department in their determination of award. The Department further reserves the right to limit the number of vendors invited to make such a presentation. The oral presentation shall only be permitted for purpose of proposal clarification and not to allow changes to be made to the proposal,
- 11) Negotiate separately any service in any manner necessary,

- 12) Contract with one or more vendors who submit proposals,
- 13) Consider cost and all factors in determining the most advantageous proposal for the Department, and
- 14) Contract for all or any portion of the scope of work or tasks within this RFP.

2.2.2 REMEDIES AND LIQUIDATED DAMAGES

Remedies associated with nonperformance, substandard performance, or unacceptable performance will include liquidated damages and non-financial remedies. Examples of remedies include, but are not limited to:

- 1) Corrective action plans to be developed and implemented by the vendor, subject to Department approval
- 2) Accelerated monitoring of vendor performance by the Department or its designee, including access to vendor facilities, records, and personnel
- 3) Additional or ad hoc reporting by the vendor, at no cost to the Department, to address performance issues
- 4) Pass-through of a proportional share of federal disallowances and sanctions/penalties imposed on the State and resulting from the vendor's performance or non-performance under the system services agreement
- 5) Liquidated damages

2.2.3 SYSTEM NON-ACCEPTANCE

Failure of the System to be accepted by the State as proposed by the vendor may result in the forfeiture of the Holdback by the vendor to the State, as specified below, or other remedies or measures permitted by contract or by law.

2.2.4 CONTROL OF RFP EVENTS AND TIMING

The timing and sequence of procurement events associated with from this RFP will be determined solely by the State.

2.2.5 PROPOSAL EXPENSES

The State of Connecticut assumes no liability for payment of any costs or expenses incurred by any vendor in responding to this RFP.

2.2.6 OWNERSHIP OF PROPOSALS

All proposals submitted in response to this RFP and upon receipt by the State shall become the sole property of the State.

2.2.7 ORAL AGREEMENT OR ARRANGEMENTS

Any alleged oral agreements or arrangements made by vendors with any State agency or employee will be disregarded in any State proposal evaluation or associated award.

2.2.8 HOLDBACK REQUIREMENTS

Payments for deliverables accepted by the Department shall be subject to a twenty-percent (20%) holdback. The Department shall hold the ten-percent until the Department has accepted the deliverable and thereafter, releasing one-half the holdback. Once the warranty period has expired, in accordance with the provisions of *Attachment 5 – Information Processing Systems Agreement*, the Department will release the remaining holdback.

The successful vendor will be required to complete milestones by due dates presented in the Vendor's response to the RFP requirements. If the Vendor fails to complete a milestone by the agreed upon due date, the Department shall have the discretion to withhold any payment due until the Vendor has completed a subsequent milestone in accordance with its proposed due dates or the Department has accepted the deliverable whichever occurs first.

2.2.9 VENDOR PRESENTATION OF SUPPORTING EVIDENCE/SURETY

Vendors must be prepared to provide any evidence of experience, performance ability, and/or financial surety that the State deems to be necessary or appropriate to fully establish the performance capabilities represented in their proposals.

2.2.10 VENDOR DEMONSTRATION OF PROPOSED PRODUCTS

Vendors must be able to confirm their ability to provide all proposed services. Any required confirmation must be provided at a site approved by the State and without cost to the State.

2.2.11 VENDOR MISREPRESENTATION OR DEFAULT

The State will reject the proposal of any vendor and void any award resulting from this RFP to a vendor who materially misrepresents any product and/or service or defaults on any State contract.

2.2.12 STATE FISCAL AND PRODUCT PERFORMANCE REQUIREMENTS

Any product acquisition resulting from this RFP must be contingent upon contractual provisions for cancellation of such acquisition, without penalty, if the applicable funds are not available for required payment of product and/or service costs or if the product and/or service fails to meet minimum State criteria for acceptance.

2.2.13 CONFORMANCE OF AWARDS WITH STATE STATUTES

Any award resulting from this RFP must be in full conformance with State of Connecticut statutory, regulatory and procedural requirements.

2.2.14 ERRONEOUS AWARDS

The State reserves the right to correct inaccurate awards, including canceling an award and contract, resulting from its clerical errors.

2.2.15 CORPORATE REPORTING

Upon request by the Department and/or DOIT, the vendor must provide:

- 1) A Certificate of Authority, Certificate of Legal Existence or Certificate of Good Standing, as applicable, from the Connecticut Secretary of the State's Office, prior to the execution of the contract;
- 2) A tax clearance statement from the Department of Revenue Services within sixty (60) days of the execution of the contract; and,
- 3) A statement from the Department of Labor regarding employee contributions within sixty (60) days of the execution of the contract.

2.2.16 JOINT VENTURES

Proposals requesting joint ventures between vendors will not be accepted. The State will only enter into a contract with a prime vendor who will be required to assume full responsibility for the delivery/installation of equipment, wiring, software and related services identified in this RFP whether or not the equipment, products and/or services are manufactured, produced or provided by the prime vendor. The prime vendor may enter into written subcontract(s) for performance of certain of its functions under the contract only with written approval from the State prior to the effective date of any subcontract.

The Prime Vendor shall be wholly responsible for the entire performance of the contract whether or not subcontractors are used.

2.2.17 PREFERRED USE OF LOCAL CONSULTING RESOURCES

As referenced in *Section 2.2.16 – Joint Ventures*, in responding to this RFP, responding vendors may, as a Prime Vendor, desire to enter into contractual relationships with other vendors to secure the availability of appropriate resources with the necessary skills and expertise required to fulfill the requirements of this RFP.

The State will give a preference to responding vendors who elect to augment their staff with local, Connecticut-based resources, obtained from any of the four (4) approved vendors currently part of the State's Master IT Professional Services Agreement (04ITZ0007). Responding Vendors who are seeking to augment their technical resource pool are strongly encouraged to use this existing agreement to augment their staff.

Responding vendors who chose to rely on resources obtained through any of the vendors approved as part of #04ZIT0007 **must do so at the State approved rate schedule**. The approved rates may be obtained through any of the four approved local vendors.

2.2.18 FREEDOM OF INFORMATION ACT

Due regard will be given for the protection of proprietary information contained in all proposals received; however, vendors should be aware that all materials associated with the procurement are subject to the terms of the Freedom of Information Act (FOIA) and all rules, regulations and interpretations resulting there from. **It will not be sufficient for vendors to merely state generally that the proposal is proprietary in nature and not therefore subject to release to third parties. Any proposal that makes such a general or overarching claim may be subject to disqualification. Those particular sentences, paragraphs, pages or sections which a vendor believes to be exempt from disclosure under the Act must be specifically identified as such.**

Convincing explanation and rationale sufficient to justify each exemption consistent with the Act's Section 1-210 of the Connecticut General Statutes, must accompany the proposal. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the vendor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above cited statute. Please refer also to *Section 2.2.22 - Ownership of the System*.

Between the vendor and the State, the final administrative authority to release or exempt any or all material so identified rests with the State.

ALL SUCH MATERIAL MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE AND MARKED "CONFIDENTIAL". THIS INCLUDES ANY INFORMATION REQUESTED IN AN ELECTRONIC FORMAT.

2.2.19 SECURITY CLEARANCE

A vendor receiving an award from this RFP must understand that all employees, including subcontracted personnel, shall be subject to all applicable Federal, State and Department of Emergency Management and Homeland Security procedures.

2.2.20 AUTHORIZED TO WORK ON PROJECT

A vendor receiving an award from this RFP must certify that all personnel are legally authorized to work on the project, pursuant to State and Federal guidelines, policy, mandates, and statutes, and further attest, under penalty of perjury, that all proposed project staff, whether named in the proposal or not, are one of the following:

- ◆ A citizen or national of the United States
- ◆ A Lawful Permanent Resident
- ◆ An Alien authorized to work until all project responsibilities have been fulfilled

Vendor must agree that each individual proposed at any time to perform activities on the project will be subject to an individual certification of authorization to work on the project. Any individual on the proposed project team that is eligible to work in the United States under an H1B Visa must have sufficient time remaining on their Visa to ensure that such an individual is able to complete the requirements of this RFP before their Visa expires. For submitted personnel to be eligible to actively participate in the project, they must be able to successfully pass a U.S. or Canadian background check, a State background check and must complete a Department background check.

2.2.21 KEY PERSONNEL

The vendor must certify that all personnel named in their proposal shall actually work on the contract in the manner described in their proposal. No changes, substitution, additions or deletions shall be made unless approved in advance by the State, which approval shall not be unreasonably withheld. In addition, these individuals shall continue for the duration of the Contract, except in the event of resignation or death. In such event, the substitute personnel shall be approved by the State.

During the course of the Contract, the State reserves the right to approve or disapprove the vendor's or any subcontractor's staff assigned to the Contract, to approve or disapprove any proposed changes in staff, or to require the removal or reassignment of any Contractor employee or subcontractor employee found unacceptable by the State. Replacement of personnel who leave the Project shall be made within thirty (30) days. Replacement of any personnel shall be with personnel of equal ability and qualifications and subject to approval by the State.

2.2.22 OWNERSHIP OF THE SYSTEM¹

The proposed solution must conform to federal software and ownership rights as specified in *1999 CFR Title 45 Part 95-617*. Therefore, the vendor, upon acceptance by the Department of any computer code developed as a result of this RFP, shall relinquish all interest, title, ownership, and proprietary rights (collectively, "Title") in and to the computer code and transfer said Title to the State and its designated agencies.

Responding vendors grant the Federal Government a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, software, modifications, and documentation developed and/or obtained through this acquisition.

2.2.23 RIGHTS TO AUDIT

Responding vendors agree to provide the United States Department of Homeland Security and/or their representatives' access to State agency documents papers, or other records pertinent to the grant in order to make audits, examinations, excerpts and transcripts.

2.2.24 WARRANTY

The vendor shall represent and warrant in the proposal that the System shall function according to the RFP requirements and vendor's written specifications and that it shall be free from defects in materials and workmanship for a minimum period of one year after the Department's acceptance of the System.

Vendor shall represent and warrant that the vendor shall modify, adjust, repair and/or replace said System as the Department deems it to be necessary or appropriate to have it perform in full accordance with the terms and conditions of the RFP.

2.2.25 INDEPENDENT PRICE DETERMINATION

The vendor must warrant, represent, and certify in the Transmittal Letter that the following requirements have been met in connection with this RFP:

- ◆ The costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.
- ◆ Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the vendor on a prior basis directly or indirectly to any other organization or to any competitor.
- ◆ No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

¹ Please refer to http://edocket.access.gpo.gov/cfr_2002/octqtr/45cfr95.617.htm

- ◆ The vendor did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the Department participated directly or indirectly in the vendor's proposal preparation.

2.2.26 OFFER OF GRATUITIES

The vendor must warrant, represent, and certify in the Transmittal Letter that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this procurement. Any contract and/or award arising from this RFP may be terminated by the State if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the vendor, the vendors agent(s), representative(s) or employee(s).

2.2.27 READINESS OF OFFERED PRODUCTS

The vendor must warrant, represent and certify in the Transmittal Letter that all System products (software, hardware, operating system, etc.) offered to the State in the proposal must be currently manufactured and available for general sales, lease, or licenses on the date the proposal is submitted. Any proprietary products must be identified as such.

2.2.28 INSPECTION OF WORK PERFORMED

The vendor will prepare and maintain all financial records and records of services performed as are necessary to substantiate claims for payment under this award/contract. The State of Connecticut, the Auditors of Public Accounts or their duly authorized representatives, shall have the right at reasonable times, upon reasonable notice to the vendor, to examine all books, records, and other compilations of data which pertain to the performance and/or charges applicable to the provisions and requirements of this award/contract.

The vendor will preserve and make available such books, records and data for a period of three years from the date of final payment under this award/contract.

The vendor will further retain such documents which are pertinent to any actions, suits, proceedings or appeals commenced during the three year period or until they have reached final disposition. The vendor shall also make this a requirement of any subcontractors whom the vendor engages and, accordingly, this requirement shall be included in the contract and shall survive the termination or expiration of the contract. During and after the installation of the products and System, the State, and its authorized representatives, shall be allowed access to inspect all Vendor materials, documents, work papers, equipment or products, deliverables, or any such other items which pertain to the scope of work for this RFP and contract. This requirement also applies to any subcontractors who may be engaged by the vendor.

2.2.29 DATE/TIME COMPLIANCE

Contractor warrants that Hardware, Software and Firmware Products or each developed, modified or remediated item of Hardware, Software, Firmware ("item") or each service delivered under this Contract shall be able to:

- ◆ accurately assess, present or process date/time data (including, but not limited to, management, manipulation, processing, comparing, sequencing and other use of date data, including single and multi-century formulae and leap years) before, during and after January 1, 2000.

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- ◆ properly exchange date/time data when used in combination with other information technology, provided that other information technology not covered by this Contract is Year 2000 Compliant;
- ◆ perform as a System, as so stipulated in the Contract, and the warranty shall apply to those items as a System.
- ◆ where appropriate, respond to two digit date input in a way that resolves the ambiguity as to century in a disclosed, defined and predetermined manner.

Notwithstanding any provision to the contrary in any warranty or warranties, the remedies available to the State under this Date/Time Compliance Warranty shall include the obligation to repair or replace any Product and/or item whose non-compliance with this Warranty or defect is discovered by Contractor or the State, all at the expense of Contractor. If the State becomes aware thereof it must be made known to Contractor in writing.

This Warranty remains in effect through the 365 days following the termination of this Contract. This provision shall not be construed to extend the Warranty Term of this Contract, except as services for defects to the System and all Products shall be required under any Maintenance Term.

Nothing in this Warranty shall be construed to limit any rights or remedies the State may otherwise have under this Contract with respect to defects.

In addition, Contractor warrants that Products or items modified or remediated to achieve Date/Time compliance shall remain unaffected with respect to their functioning or performance except for processing and exchanging date data. Contractor further warrants that Products or items not being modified or remediated directly shall remain unaffected with respect to their normal functioning or performance.

2.2.30 CORPORATE GOVERNANCE

The vendor must state in the Transmittal Letter whether it complies fully with the August 2002 corporate governance rules proposed by the New York Stock Exchange (www.nyse.com/pdfs/corp_gov_pro_b.pdf). Any non-compliance must be identified and explained.

3 TYPICAL ACTIVITIES CONDUCTED AFTER RFP ISSUANCE

3.1 VENDOR COMMUNICATION

3.1.1 PROCUREMENT SCHEDULE

The following schedule has been established for this procurement, however, the ultimate timing and sequence of procurement events resulting from this RFP will be determined by the State.

Event Date	Event
April 10, 2006	RFP Issued
April 25, 2006	Vendor Conference – 10:00 AM EST
April 28, 2006	Vendor Questions Due to State – 3:00 PM EST
May 26, 2006	Proposal Submissions Due – 2:00 PM EST
June 8, 2006	State Review of Technical Proposals Conclude
June 14, 2006	State Review of Cost Proposals Conclude
June 24, 2006	Estimated Start of Contract Negotiations
July 1, 2006	Estimated Project Start Date

3.1.2 VENDORS' CONFERENCE

A Vendors' Conference will be held on April 25, 2006 at the Department of Information Technology offices located at 101 East River Drive, Room 4214, East Hartford, CT 06108. The conference will begin at 10:00 AM Eastern Standard Time (EST). Vendors planning to attend said conference are requested to contact Ms. Marcie Wilson, no later than two business days prior to the conference at Marcie.Wilson@ct.gov so the Department can arrange for adequate space. Vendors planning to submit a proposal are not required to attend this conference. The State would prefer that the vendors restrict attendance to two if possible. Oral questions raised at the Vendors' Conference may be answered orally; however, responses will not be official, and may not be relied upon, until a written reply is issued through the DOIT Contracts and Purchasing Division.

3.1.3 VENDORS' QUESTIONS

The State intends to answer questions from any vendor that is considering a response to this RFP. Questions received by the Contracts and Purchasing Division (CPD) up to the vendor deadline of **April 28, 2006 at 3:00 PM EST** will be answered. Address any inquiries to Ms. Marcie Wilson. Only written inquiries will be accepted via e-mail (Marcie.Wilson@ct.gov). To properly process vendor questions, vendors shall ensure that the RFP is on the subject line of the electronic mail message. Questions shall be included as Microsoft Word or compatible format, as an attachment.

3.2 RFP RESPONSE COORDINATION AND REVIEW

The State will open only those proposals received by the date and time specified in *Section 4.1 – Proposal Submission*.

Proposals received after the due date will be returned unopened. Vendors who are hand-delivering proposals will not be granted access to the building without a photo ID and should allow extra time for security procedures. Immediately upon opening, the State will review each proposal for vendor compliance with the instructions and conditions set forth in this RFP and the attachments hereto. DOIT, at its option, may seek vendor retraction and clarification of any discrepancy/contradiction found during its review of proposals. The Evaluation Team will evaluate only proposals complying with the submission and formatting requirements of this RFP.

3.3 PROPOSAL EVALUATION

3.3.1 EVALUATION TEAM

A State evaluation team will be established to review vendor responses to this RFP. See also *Section 5 - State Project Management Team*.

3.3.2 EVALUATION PROCESS

The State will conduct a comprehensive, fair and impartial evaluation of proposals received in response to this procurement. The evaluation process will include not only evaluations of the entire vendor RFP responses, but may include evaluations of vendor references, on-site demonstrations and other relevant sources of information regarding a vendor and its products and services.

The State will evaluate requested proposal information against all RFP requirements, using criteria and methodology pre-established in coordination with the planned users of a given service. Proposals will be evaluated in accordance with *Attachment 11 – Evaluation and Selection Criteria*. Additionally, the Department will also evaluate the respond vendor's:

- ◆ Understanding of the RFP as shown by the thoroughness of the Vendor's proposal and the Vendor's ability to provide packaged software for offender management as specified,
- ◆ How well the Vendor's product functionality matches defined Business Requirements,
- ◆ How well the Vendor's proposed product design and technology matches defined Technical Requirements,
- ◆ This evaluation will include, but not be limited to, the Vendor's plan for supervision of all subcontractors and suppliers as well as utilization of existing equipment and software as well as
- ◆ The Vendor's ability to perform the contractual services as reflected by technical training and education, general experience, and specific experience, if any, in managed emergency telephone notification systems and specifically any prior demonstrated experience in the design, development and implementation of managed emergency telephone notification systems – **or** – other projects of similar scope and complexity as well as the qualifications and abilities of the personnel proposed to be assigned to perform the design, implementation, and management of the System.

3.3.3 ESTABLISH AND CONDUCT APPLICABLE VENDOR BENCHMARKS

The State will determine the nature and scope of any benchmarking that it may deem to be necessary or appropriate to the evaluation of vendor System proposals.

3.3.4 BENCHMARKING PURPOSE AND SCOPE

The State may use benchmarks to demonstrate and validate a vendor's proposal, to satisfy given operating requirements, and to ascertain the adequacy and timeliness of vendor responses to user requirements.

The State may employ two benchmark phases:

- ◆ vendor conducted and documented tests which are not monitored by the State, and
- ◆ actual demonstrations to the State of the vendor's ability to perform as required.

3.3.5 UNMONITORED VENDOR-DOCUMENTED BENCHMARKS

State benchmarks often require vendors to conduct and document, within set time frames, the actual operation of their proposed service and the operation of sample functional sequences using State supplied information.

3.3.6 LIVE DEMONSTRATION OF BENCHMARKS TO STATE

The State usually requires vendors to conduct benchmark demonstrations at a mutually agreed upon site and at no cost to the State. Such demonstrations may be conducted at the site where the vendor conducted the unmonitored tests described above, or at a more convenient operating site which meets minimum State demonstration requirements. Should the demonstration, inspection or benchmark site be beyond the regional area of Hartford, Connecticut then the vendor will be responsible for necessary travel, meals and lodging arrangements and expenses for a team of up to three (3) individuals. The evaluation of any and all live demonstrations that shall be subject to a review and approval by the State's existing Ethics Commission or its successor.

Vendors must indicate agreement that the State will be permitted to videotape demonstrations, inspections, and/or benchmarks. The State will limit the use of such videotapes to staff training, retraining, etc.

Further, the State reserves the right to request that vendors make additional presentations, either in person or by telephone, to the Evaluation Team to clarify their proposal and respond to questions from the Evaluation Team regarding their proposal. The State also reserves the right to require additional written documentation to support and clarify information provided in the proposal. Failure to respond to such requests may, at the discretion of the Evaluation Team, result in disqualification of the vendor from further consideration.

3.4 IMPLEMENT NECESSARY AGREEMENTS

The offered agreement, *Attachment 5 - Information Processing Systems Agreement*, shall be the agreement pertaining to this issued RFP. In that the State offered agreement is viewed as being most reasonable to the vendor, the State will not accept any request by the vendor to modify a specific provision unless there are compelling reasons for doing so, and that without the provision being modified the vendor will not consider contract approval. In any such case, vendor should state the rationale for the specific provision's unacceptability (define the deficiency); provide recommended verbiage (consistent with verbiage used throughout the agreement) for the State's consideration; and state how such recommended verbiage corrects the claimed deficiency and maintains fairness to both parties.

IT IS NOT ACCEPTABLE to simply replace a State provision with a vendor's "preferred" provision.

If for some reason the Contracts and Purchasing Division (CPD) cannot reach consensus with the vendor within a reasonable time, CPD shall offer the agreement to the next best proposal and so on until either the agreement is executed or the State decides to start the RFP process again.

The State reserves the right to make any decisions concerning the awarding of this contract at any time without notice.

3.5 NOTIFICATION OF AWARDS

The State will notify vendors who submit proposals as to any award issued by the State as a result of this RFP.

4 PROPOSAL REQUIREMENTS

4.1 PROPOSAL SUBMISSION

Vendor proposals in response to this RFP # 06ITZ0047 MUST be received at:

**Department of Information Technology
Division of Contracts and Purchasing
ATTN: Marcie Wilson
101 East River Drive, Room 4088
East Hartford, CT 06108**

No later than **Friday, May 26, 2006 at 2:00 PM (EST)** in order to be considered. Postmark dates will not be considered as the basis for meeting any submission deadline. Therefore, any vendor proposal received after the deadline will not be accepted. Receipt of a proposal after the closing date and/or time as stated herein shall not be construed as acceptance of the proposal as the actual receipt of the document is a clerical function. If delivery of proposals is not made by courier or in person, the use of certified or registered mail is suggested.

Proposals will not be publicly opened on or before the due date.

The submittal of proposals shall constitute, without any further act required of the vendors of the State, acceptance of the requirements, administrative stipulations and all of the terms and conditions of the RFP and all its attachments.

5 STATE PROJECT TEAM

5.1 MANAGEMENT TEAM

Business Sponsor
Project Administrator

Deputy Commissioner Wayne Sandford

Attachment 1 – Mandatory Vendor Questionnaire

In order to respond to this RFP and have your proposal included in the evaluation process, a vendor should be able to answer, "Yes" to the following questions.

If a proposal is submitted with any "No" responses or if the Questionnaire is returned incomplete or is missing altogether, the State may reject said proposal.

Vendor Name: _____

Vendor Address: _____

	Yes	No
1. Is your company, agents or subcontractors free from any pending civil litigation, arbitration or other similar actions as a result of work performed by the company or its agents or subcontractors?	_____	_____
2. Has your company been free from premature termination from any project, award or contract for cause?	_____	_____
3. Has your company been free from being subject of any liquidated damages at anytime during the last three (3) years?	_____	_____
4. Is your company free from any suspensions or disbarments?	_____	_____

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Person certifying the above information:

Name: _____

Signature: _____

Title: _____

Attachment 2 - Vendor Proposal Format and Content Requirements

1 OVERVIEW

This RFP will result in a single award for a service vendor to implement and warranty an managed emergency telephone notification system in compliance with State and Agency enterprise information systems architecture standards and principles.

A vendor's proposal must be submitted in two (2) separate sections under separate, bound covers:

Section I - Business and Technical Proposal

Section II - Financial Proposal

Vendors shall submit their proposal according to the specifications supplied in the section titled *General Format and Content Requirements*, located below. A valid proposal shall constitute the collection of the three mandatory sections of which there shall be:

- A. One (1) signed, printed and bound original proposal**
- B. Five (5) additional printed and bound copies of the original proposal**
- C. Two (2) CD-ROM-based electronic copies of the original proposal**

The entire Proposal must contain, at a minimum, the two sections and must be organized in the sequence indicated in the tables below. Vendors are requested to identify each section and subsections with a clearly distinguished and labeled "tabs" so that specific sections can be easily referenced.

Please note that while a vendor may cross reference portions of the "Financial Proposal" from within the "Business and Technical Proposal" any and all specific references to financial information, professional fees or other cost information must reside solely within the "Financial Proposal".

Vendors are required to provide information as described in this RFP Attachment in the following format. Please refer to *Section 3* of this document for a detail description of each section.

1.1 VENDOR'S RESPONSE - TABLE OF CONTENTS

Responding vendors must restrict and order their responses in each of the three binders in accordance with the following two (2) tables of content for Parts I and II .

Part I - Business and Technical Proposal	
I.1	Completed and Executed Mandatory Forms and Documents
I.1.1	Transmittal Letter
I.1.2	Vendor Checklist
I.1.3	Mandatory Vendor Questionnaire
I.1.4	Vendor Validation and Authentication Statement
I.1.5	CHRO Forms
I.1.6	Vendor Gift Affidavit(s)
I.1.7	Vendor Certification Regarding Lobbying
I.1.8	Consulting Agreements Disclosure
I.2	Executive Summary
I.3	Company Overview
I.4	Summary of Qualifications
I.5	Overview of the Proposed Solution
I.6	Meeting the Requirements for an automated IV-E Eligibility Determination application
I.6.A	Business Requirements
I.6.A.1	Core Requirements
I.6.A.2	Reporting Requirements
I.6.A.3	Interface Requirements
I.6.A.4	Scanning and Document Management
I.6.B	Technical Requirements
I.6.B.1	Core Requirements
I.6.B.2	Reporting Requirements
I.6.B.3	Interface Requirements
I.6.B.4	Scanning and Document Management
I.7	Copy of Annual Statement (Public Companies Only)

Part II – Financial Proposal	
	Table of Contents
II.1	Executive Summary
II.2	Cost Worksheets

2 GENERAL FORMAT REQUIREMENTS

The content of the Vendor's response must be exactly the same, between hardcopy and electronic submissions.

2.1 BINDING THE PROPOSAL

The original hardcopy, which must be clearly identified, and each additional hardcopy of the proposal must be bound using loose leaf style binders; one for each of the three sections described above. **Proposals that are submitted that use Spiral, WireForm, GBC or Perfect Bound, type of binding materials are not acceptable.**

Each hardcopy binder cover slip must include the responding Vendor's name, address and the RFP number (RFP # 06ITZ0047) as reference in the lower right corner. Titles for the appropriate sections shall be centered on the cover slip. The spine of each binder must contain the proper section title, with the RFP number reference and the submitting Vendor's name.

2.2 FORMATTING THE PROPOSAL'S CONTENT

The State is providing the following formatting expectations to ensure a uniformity of presentation. The body of the narrative material shall be presented using the following formatting guidelines:

1. Text shall be on 8 ½" x 11" paper in the "portrait" orientation,
2. Text shall be single spaced,
3. The State prefers a San Serif baseline font for the body of the document with a font pitch no smaller than 11 points,
4. The margin at the binding edge of any document shall be a minimum of one and one half inches (1 ½"), all other margins shall be one inch (1"),
5. Inline graphics or illustrations shall be clean and crisp in appearance must be captioned appropriately,
6. Any graphics or illustration may have a smaller text spacing, pitch and font size but must be legible,
7. Oversize attachments or appendices should not exceed more than one fold to conform to 8 ½" X 11" ,
8. Resumes must be in a consistent format; but, they do not need to conform to the formatting guidelines for the proposal itself.

2.3 ELECTRONIC VERSIONS (CD-ROM)

The vendor is expected to provide the State with a two sets of electronic versions of the proposal. These electronic versions are to be submitted using CD-ROM media, formatted for use with computers using the Microsoft Windows operating system. The two sets are to be submitted in the following manner:

CD-ROM Set 1 CD-ROM 1: Section I - Business and Technical Proposal

CD-ROM 2: Section II- Financial Proposal

CD-ROM Set 2 CD-ROM 1: Section I - Business and Technical Proposal

CD-ROM 2: Section II- Financial Proposal

Each CD must be submitted in a protective case and must be clearly labeled on the cover and spine in a manner consistent with the hardcopy submission. In addition, the CD itself must be labeled with the RFP reference and the caption “*CD ROM n of 2*”, where *n* is the sequence number of the CD in the set.

Electronic versions of the proposal are to be rendered in the PDF file format, using Adobe Acrobat version 5.x or a compatible product. The PDF document must be created with Fast Web View; tagged PDF must be enabled, and the electronic version must contain a master table of contents supporting hyperlinks to each entry in the table of contents and a link to the master table of contents on each page.

The contents of the CD-ROMs must be organized intuitively. For example, vendors can create directory and subdirectories to categorize content in a logical way. It's desirable that there are no files in the root directory of the CD-ROM other than the home directory for each of the sections that are appropriate for that CD.

Vendor marketing materials or other information not specifically related to the content of the RFP should not be included as part of the electronic version.

2.3.1 CORRUPTED PDF DOCUMENTS

When creating PDF versions of the proposal for electronic submission, vendors shall take care to ensure that all sections of the proposal are properly rendered and contain no corrupted text or illustrations and that all necessary fonts are embedded within the PDF document.

Corrupted text can occur when fonts used in a PDF document do not exist on the reader's computer and font substitution is used by the PDF reader¹. Adobe recommends that: “*For precise control over the appearance of text in a PDF file, you can embed fonts using either Acrobat PDF Writer or Acrobat Distiller. Acrobat viewers can display and print embedded fonts in PDF files, even if they are not installed on the computer on which the files are viewed.*”

¹ Please refer to: <http://www.adobe.com/support/salesdocs/1006759.html> for additional information.

3 CONTENT REQUIREMENTS – SECTION I

3.1 MANDATORY VENDOR QUESTIONNAIRE

Proposals must include a completed *Mandatory Vendor Questionnaire* found as *Attachment 1* with appropriate responses as defined in that document.

3.2 ACCEPTANCE OF RFP REQUIREMENTS

All proposals in response to this RFP must specify the vendor's unequivocal acceptance of all the requirements of this RFP and must reflect written compliance to all its requirements.

3.3 TRANSMITTAL LETTER

Proposals must include a Transmittal Letter addressed to the Director, Contract and Purchasing Division, DOIT, which must be in the form of a standard business letter, signed by an individual authorized to legally bind the vendor.

The letter shall include the name, title, mailing address, telephone number and extension, fax number as well as a valid email address for the person that the State is to contact to resolve questions or issues regarding the submitted proposal. The transmittal letter must contain specific statements, cross-referenced to the State administrative requirements stipulated in *Section 2* of the RFP, to establish the vendor's full acceptance of all such requirements.

Include the completed Vendor Checklist found as *Attachment 8* immediately following the Transmittal Letter.

3.4 TABLE OF CONTENTS

Proposals must include a Table of Contents that includes sections and subsections with page numbers. Vendors are encouraged to ensure that the Table of Contents is updated prior to publishing the proposal.

3.5 EXECUTIVE SUMMARY

This RFP expects that an Executive Summary will be part of each of the three Sections. This is to permit a vendor to briefly summarize the most salient aspects of each section of the proposal in terms of satisfying the requirements presented in this RFP. The Executive Summary must provide a high-level overview of the vendor's proposal in such a way as to demonstrate a broad understanding of the RFP requirements. The vendor must summarize their understanding of the objectives of the State in issuing this RFP, the intended results of the Project, the scope of work and any issues which the vendor believes needs to be addressed in this Project. The Executive Summary shall not mention the dollar amount proposed for the Project.

3.6 COMPANY OVERVIEW

The Agency is seeking organization and client profile information, which may include their resellers or implementation partners.

1. Formal Company Name
2. Company Trade Name (If Different)
3. Physical Address
4. Mailing Address
5. Corporate TIN
6. Company Representative Contact Information
 - a. RFP Response Contact Person
 - b. Title
 - c. Daytime Telephone & Extension
 - d. Electronic Mail Address
 - e. Company Web Site
7. Publicly or Privately Held
8. Stock Symbol (Public Companies)
9. Corporate Status (C Corporation, 501(C) 3, LLC, etc.)
10. Date of Incorporation
11. State of Incorporation
12. Number of Business Locations
13. Address and Description of offsite Development Center(s)
 - a. Address
 - b. Management Structure / Organization Chart
14. Number of Employees
15. Number of Developers
16. Number of Help Desk or Support Staff
17. Number of Active Government Clients or Customers
18. Years of Experience with IV-E Software or any projects of similar scope and Complexity
19. Resellers or Partners & Nature of Partnership
20. References (Name, Title, Mailing Address, Work Phone, Email Address)

The state desires that this information be provided in a tabled format, for example:

COMPANY PROFILE – SAMPLE SOLUTIONS, INC.	
Formal Company Name	Sample Solutions, Inc.
Company Trade Name	Sample Consulting
Physical Address	123 Easy Street, Suite 1000 Anytown, CA 90266
Mailing Address	P.O. Box 123456 Anytown, CA 90266-1234
Corporate Tax Identification	35-1234567
<i>and so forth...</i>	

3.7 SUMMARY OF QUALIFICATIONS

Vendors are asked to briefly summarize their qualifications relative to the design, development, implementation and support of software applications and solutions that address the determination and/or redetermination of IV-E Eligibility.

3.8 OVERVIEW OF THE PROPOSED SOLUTION

Vendors are asked to briefly summarize the proposed solution. While this narrative should not be lengthy, it should provide the reader with a general understanding of the nature of the proposed solution and, specifically, how the responding vendor believes this will meet the objective of this RFP and the requirements found therein.

3.9 CHRO FORMS

Include completed CHRO forms.

3.10 VENDOR PROPOSAL VALIDATIONS AND AUTHENTICATION STATEMENT

Include a completed Vendor Proposal Validation and Authentication Statement to each proposal.

3.11 ARCHITECTURE OF PROPOSED PRODUCTS

Vendors are required to submit detailed product technical specifications organized as defined in this section.

If vendor can supply more than one unique product type, version or level of their software that meets or exceeds the requirements in this RFP, vendor must clearly state the existence of multiple products, explain the major differences between them and take these additional steps:

- ◆ Provide separate Product Version and Architecture statements for each.
- ◆ Complete a Functional Requirements Vendor Response Form for each.
- ◆ Provide clear and separate statements in any proposal sections or sub-sections where there are differences between product versions.
- ◆ Provide separate cost schedules and total cost if different.
- ◆ Identify which is the vendor's preferred solution and why.

3.11.1 PRODUCT VERSION

Provide product version information which must include, but not be limited to, product name, version number, date version was released for general use and number of installed customer entities.

If product has any Web accessibility, it must comply with the State of Connecticut's "*Universal Web Site Accessibility Policy for State Web Sites - Version 4.0*" and vendors are required to explain how their solution meets this requirement. Information on this policy can be found at www.doit.state.ct.us/purchase/main/staccess.htm

3.11.2 PRODUCT ARCHITECTURE

Vendor must present a detailed architecture design for the proposed product along with a text description and annotated diagram (or diagrams). Descriptions and diagrams must clearly identify Middleware products, interfaces, message formats and component function. Please describe (explain) how the product design supports message based interfaces and the EWTA guidelines.

If your design does not use message-based interfaces between components or systems, you must explain your rationale for such a design. You must explain what the impact would be if you are required to use message-based interfaces between components or systems.

If your design does use message-based interfaces but does not utilize IBM MQ Series, you must explain your rationale for choosing alternative products. You must explain what the impact would be if you are required to use IBM MQ Series.

The State is now requiring the use of XML as "the" format for most inter-application messaging. You must explain how your proposed design utilizes XML for this purpose. You must explain how your design utilizes XML between components for intra-application messaging. You must identify the source of the XML Schema or Document Type Definitions (DTDs) utilized in your design.

The implemented solution must comply with the Department of Information Technology's Enterprise-wide Technical Architecture (EWTA) guidelines and standards. Please refer to *Attachment 6 – Business and Technical Requirements, Section 1.3* for additional information on the EWTA's domain architecture. Rationale for any proposed exceptions to DoIT EWTA standards must be noted in the vendor's response. Exceptions to EWTA standards or guidance must be summarized separately as an addendum or exhibit to the architecture description.

3.12 PROJECT APPROACH

Vendors must include the following sections in the description of their approach.

3.12.1 GENERAL APPROACH

3.12.1.1. Scope Statement

The vendor must restate the scope of the problem being addressed, and describe the proposed business and technical approach to providing a complete solution.

3.12.1.2. Risk Statement

Describe the risks associated with the Project, the actions expected to be taken to address and mitigate the risks and the role the Department is expected to play in mitigating the risks.

3.12.2 DOCUMENTATION

Vendor must explain the process it will use to create and modify documentation including examples of deliverables it will provide for all documentation elements developed during the project. This should include but not limited to user, operations, and system documents.

Responding vendors are expected to comply with the documentation specifications as outlined in the *Business and Technical Requirements*, found in *Attachment 6*.

3.12.3 SYSTEM TESTING

Vendor must provide a document explaining their test methodology they will use for testing along with examples of their strategy for establishing and maintaining testing environments.

3.12.3.1. Test Case Development

Vendor must provide sample formats it will use for developing and testing business test case scenarios. Vendor must also clearly define roles and responsibilities for all work involved in the testing process.

3.12.3.2. Additional Test Cases

The vendor must clearly state their agreement that the Department and DOIT can require certain types of test cases and/or transactions to be included in the test procedures. Furthermore, that it will allow State personnel to assist in the development of test cases and will resolve questions regarding requirements, policies and procedures as required.

3.12.3.3. User Acceptance Testing

The vendor must explain their method for user acceptance testing by the State. Furthermore it must affirm that the system response time will be three seconds or less while operating in all production environments.

3.12.4 DATA CONVERSION/MIGRATION

The vendor must identify, define and show examples of the methodology and tools it proposes to use to fulfill all data migration requirements. The vendor must include plans, conversion program methods, conversion acceptance criteria, a recommended conversion site, and any other elements consistent with their methodology:

- ◆ If conversion is to be performed by a third party, vendor must specify conversion vendor and include business address.
- ◆ Vendors should assume a maximum of one (1) State employee FTE equivalent to participate in the actual conversion project.
- ◆ Specify all security measures to be employed.
- ◆ Indicate approach to maintaining data integrity and quality assurance during the conversion effort, such as the use of balancing programs.
- ◆ Describe measures to ensure adequate access to live data during the conversion effort.

- ◆ If additional software is planned, identify package and include cost in proposal.

3.12.5 TRAINING

Vendor must state their responsibility for the content and delivery of all training and provide examples of their training methodology including their standard strategy for managing training environments.

3.12.5.1. System Administrator Training

Vendor must provide examples of their standard course material for System Administrator training. Include information on recommended class size and hours per course.

3.12.5.2. Train the Trainer

Vendor must provide examples of their standard Train the Trainer course material. Include information on recommended class size and hours per course.

3.12.5.3. User Training

Vendor must provide examples of their standard User training course material for each functional area. Include information on recommended class size and hours for each course.

3.12.5.4. Maintenance Training

Vendor must provide examples of their standard course material for software maintenance. Include information on recommended class size and hours per course.

3.12.5.5. Help Desk Training.

Vendor must provide examples of their standard course material for Department's Help Desk as that group may need to have a firm understanding of the application and its problem resolution protocols.. Include information on recommended class size and hours per course.

3.12.6 IMPLEMENTATION PILOT

Vendor must provide a copy of the methodology they will use for the Pilot, including a detailed implementation plan for the proposed system that is based on the methodology proposed for use on this project. This plan must also include a clear definition of deliverables as well as details explaining how discrepancies are identified and resolved during the pilot.

3.12.7 MAINTENANCE

Vendor must provide details of their product maintenance policies and procedures. It should include, but not be limited to, descriptions of schedules upgrades and for emergency fixes. Vendor and DEMHS responsibilities must be clearly stated.

3.13 FUNCTIONAL REQUIREMENTS VENDOR RESPONSE FORM

This RFP has requirements that are located in the RFP itself, as well as in *Sections 1 and 2 of Attachment 6 – Business and Technical Requirements*. Vendor must identify the features of the system according to the following definitions in the Standard/Custom column of your response. The preferred format for requirement responses is Landscape mode and is demonstrated by the following examples:

Requirement	Vendor Response	Standard/Custom
SD.09	The proposed system will rely on the use of RoboHelp as the vehicle through which Help content will be delivered to the end-user. The use of RoboHelp was chosen in order to comply with the Department's current use of the product. Content, as well as context-sensitive help, will be developed as a by products of the requirements gathering process and..."	Custom

Standard feature - The software package currently contains the stated functionality as a standard feature. No customization is needed to meet the requirement. A standard feature **MUST** be available in the vendor's current, general release, version. Any future or planned functionality cannot receive an **S** response.

Custom feature - The software package does not currently contain the stated functionality. Additional customization would be needed to meet the requirement. The costs of such changes are included in the Cost Sheets and part of the Proposal offering.

N/A (Not Available) - The software package does not contain the stated functionality and customization is too extensive to be reasonably considered and therefore not part of the Proposal.

3.13.1 ANSWERS

In responding to the Business and Technical Requirements, vendors must provide a response to every requirement. **Responding vendors are expected to carefully review each requirement and provide a proper descriptive response that is clear, articulate, accurate and appropriate for the specified.** Please refer to the following examples:

Unacceptable Response to Requirement
<p>The Requirement: <i>"The proposed system shall provide online help."</i></p> <p>An Unacceptable Response: <i>"The proposed system will provide online help."</i></p>

Acceptable Response to Requirement
<p>The Requirement: <i>"The proposed system shall provide online help."</i></p> <p>An Acceptable Response: <i>"The proposed system will rely on the use of RoboHelp as the vehicle through which Help content will be delivered to the end-user. The use of RoboHelp was chosen in order to comply with the Department's current use of the product. Content, as well as context-sensitive help, will be developed as a by products of the requirements gathering process and..."</i></p>

3.14 QUALIFICATIONS

Qualifications must contain a detailed description of the proposing firm and subcontractors (if applicable).

3.14.1 FIRM DESCRIPTION

Vendors must provide historical, financial, sales, and organizational information and, if applicable, similar information for proposed subcontractors:

- ◆ **Size and Organization.** A brief summary and organization chart of the company should be included. If the company is a subsidiary of another company, the name and address of the parent company must be provided.
- ◆ **Financial Status.** Sales in dollars for the three most recent years must be given, along with a financial statement for the last fiscal year. Vendors must also provide revenue attributable to the sale of integrated information technology systems, either produced or integrated over the three most recent years. All financial penalties and liquidated damages imposed in the last three (3) years must be disclosed. If none, state so.

3.14.2 EXPERIENCE

Vendors must list the most recent systems installed to date, up to a maximum of five (5). Details of other relevant information technology experience, which would be valuable in the completion of this project, may be provided. If applicable, provide relevant experience and qualifications for all proposed subcontractors.

3.14.3 REFERENCES

Qualified vendors may be required to provide a demonstration of installed systems. Such systems must be fully operational and similar in scope, function, and complexity to the applications described in this RFP. At a minimum, the demonstration must show the vendor's ability to meet system response time requirements, as well as the performance characteristics for the individual components described in this RFP.

Vendors must provide three (3) Client references with installed systems comparable to that being proposed for the Department. Reference information must include:

- ◆ Name and Address of State Agency
- ◆ Contact Person, Current Phone, Address and electronic mail address for the responsible individual a project of similar size and scope as outlined in this RFP.
- ◆ Date of Installation and Types of Applications Software
- ◆ Configuration/Hardware & Software

3.15 COST INFORMATION

For this RFP, the Core functionality pricing is described in *Attachment 3*. For the components of the application that relate to Interfaces or Reporting, vendors shall provide an estimate of the work needed to meet each of the requirements and a full cost based in the T&M rates of the individuals involved in each section.

3.15.1 GENERAL COST CONSIDERATIONS

3.15.1.1. APPLICATIONS SOFTWARE AND RELATED SERVICES

Vendors must show all costs to the State for their proposed solution. They must also agree that any costs not included in this proposal, for software or service or equipment or any other product or resource necessary to implement a vendor's proposal solution, which was "forgotten" or not included with the proposal submission will be the responsibility of the vendor.

It is required that this information be presented in accordance with *Attachment 3* of this RFP:

- ◆ The cost information must include details of unit prices by product component being proposed, quantity, and extended prices by product component, subtotals and any applicable discounts. One time costs such as freight charges and installation charges must be included by product as appropriate.
- ◆ Indicate in your proposal that the proposal is valid for at least one (1) year and prices will be effective for at least one (1) year. A responding vendor further agrees that any across the board price decreases announced by the vendor for any products offered under the proposal will be passed on to the State.
- ◆ Cost Proposals must rely on the worksheets found in *Attachment 3*. The pricing worksheets provide the format for presenting item-by-item pricing for hardware, software, conversion, maintenance, etc. Vendors must offer a Firm Fixed Price the Core system and a fixed hourly rate for all T&M-related services for Interfaces, Reporting and Conversion.
- ◆ Pricing worksheets must be provided for any proposed system alternative(s). Vendors must include all necessary software, and maintenance to implement fully functional systems in the cost proposal.
- ◆ All License fees for application and support licenses must clearly indicate the license type(s) i.e. Lump-sum, Perpetual or Periodic Payment License.
- ◆ All Maintenance and Support fees must clearly indicate when such fees are payable including the commencement and timing following any initial maintenance and support provide under the initial purchase.
- ◆ Vendor must fully disclose and explain any fees, charges, costs that are dependent upon other factors including but not limited to processor model.

The State reserves the right to acquire hardware, operating and support software through its normal procurement channels for these items.

3.15.2 OTHER SYSTEM COST CONSIDERATIONS

3.15.2.1. PRICE PROTECTION PERIOD

Describe any price protection applicable to product service/maintenance payments during the periods cited in the above system cost worksheets.

3.15.2.2. APPLICABLE DISCOUNTS

Specify the basis and extent of any applicable product discounts (e.g., government, educational, multiple system installations) that may be available to the State but are not already reflected in your system cost worksheets. If your cost offerings already reflect any discounts, specify the type and percent of the discount(s) reflected.
The State reserves the right to make additions or reductions in awards as a result of this RFP. Indicate your agreement to maintain the same discount rate as proposed.

3.15.2.3. REQUIRED SUPPLY COSTS OR SPECIALTY EQUIPMENT

State the source, reusability, and unit cost of any supplies needed for use by any proposed product. Please refer to *Attachment 3* for the worksheet for any such costs.

Attachment 3 - Cost Worksheet Templates

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Cost Worksheet 3 – Core - Business and Technical Requirements (Optional)	4
Cost Worksheet 4 – Specialty Equipment and Software (As Needed)	5
Cost Worksheet 5 – Core - Support Costs for 12 Months of Post-implementation Support (Fixed Price)	6

1. WORKSHEET INSTRUCTIONS

The following instructions apply to the creation of these worksheets:

- ◆ Vendors should use the following worksheets as a template to follow for supplying cost data.
- ◆ All Core requirements (Worksheets 1, 2 and 5) are considered mandatory parts of the application, and necessitate a response from vendors for the cost proposal to be considered complete.
- ◆ Any Optional requirements (Worksheet 3) should be based on a responding vendors reasonable estimate of hours, time and materials.
- ◆ Worksheet 4 is intended to capture any special hardware or software requirements that are proposed as part of a solution.

COST WORKSHEET 1
SUMMARY OF PROPOSED COSTS WORKSHEET
CORE – BUSINESS AND TECHNICAL REQUIREMENTS

(Core Requirement for a Managed Telephone Notification System)

Item	RFP Technical Requirement	Total Not To Exceed One-Time Charges	Total Not To Exceed Annual Costs	Total Cost Additional Per Message Delivered (if applicable)
1.	IM – Initiating Messages			
2.	DM – Delivering Messages			
3.	TM – Terminating Messages			
4.	RN – Selecting the Right People to Notify (RN.02,RN.04)			
5.	CL – Maintaining Accurate Contact Lists			
6.	RM – Response to Messages (RM.01, RM.03)			
7.	SS – Access Security and Auditing			
8.	GS – GIS Mapping Requirements			
9.	GN – General Requirements (GN.02, GN.03, GN.04, GN.05, GN.06, GN.07, GN.08, GN.09, GN.10, GN.12, GN.13, GN.14)			
10.	CS – Customer Support Requirements			
11.	ET – Emerging Technologies (ET.02)			
12.	UI – User Interface			
13.	IS – Reporting and Information Services (IS.01, IS.02, IS.03)			
14.	SP – System Performance Benchmarks			
	TOTAL NOT TO EXCEED COST			

COST WORKSHEET 2
SUMMARY OF PROPOSED COSTS WORKSHEET
CORE – BUSINESS AND TECHNICAL REQUIREMENTS

(Core Requirement for a Managed Telephone Notification System)

Item	RFP Technical Requirement	Total cost printed Material (1)	Total cost electronic (1)
10.	SD – System Documentation (Price per each subcomponent SD.01, etc)		
	TOTAL NOT TO EXCEED COST		

COST WORKSHEET 3
SUMMARY OF PROPOSED COSTS WORKSHEET
CORE – BUSINESS AND TECHNICAL REQUIREMENTS- OPTIONAL

(Core Requirement for a Managed Telephone Notification System)

Item	RFP Technical Requirement	Total Not To Exceed One-Time Charges	Total Not To Exceed Annual Costs	Total Cost Additional Per Message Delivered (if applicable)
1.	RN – Selecting the Right People to Notify (RN.01, RN.03)			
2.	RM – Response to Messages (RM.02, RM.04)			
3.	GN – General Requirements (GN.01, GN.11)			
4.	ET – Emerging Technologies (ET.01)			
5.	IS – Reporting and Information Services (IS.04, IS.05)			
	TOTAL NOT TO EXCEED COST			

COST WORKSHEET 4
SUMMARY OF PROPOSED ONE-TIME COSTS WORKSHEET
SPECIALTY EQUIPMENT AND SOFTWARE

Item	Description	Units	Unit Type	Unit Cost	Extended Costs
1.	<i>Sample Entry – Document Scanners</i>	16	<i>Each</i>	\$250.00	\$4,000.00
2.					
	TOTALS				\$4,000.00

COST WORKSHEET 5
SUMMARY OF PROPOSED NOT-TO-EXCEED COSTS WORKSHEET
SUPPORT FOR 12 MONTHS OF POST-IMPLEMENTATION SUPPORT

(Core Requirement for a Managed Telephone Notification System)

Item	Support Services	Total Not To Exceed One-Time Charges	Total Not To Exceed Annual Costs	Total Cost Additional Per Message Delivered (if applicable)
1.				
2.				
3.				
	TOTAL NOT TO EXCEED COST			

**State of Connecticut, Department of Emergency Management and Homeland Security
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**ATTACHMENT 4 - VENDOR PROPOSAL VALIDATION AND AUTHENTICATION
STATEMENT**

Vendor Organization: _____

FEIN # _____ (the "Company").

The person responsible for the validation of the Company's proposal must fully complete and sign this statement where indicated and attach it to your company's response to the RFP. By doing so, the signer attests that the given proposal represents:

1. Full and unconditional acceptance of all stipulated administrative requirements of this RFP, # _____,
2. Complete and valid information as of the proposal due date,
3. Product and term offerings that are valid until such date as the State is specifically notified otherwise, but not less than one (1) year from the proposal due date; and prices that are valid for at least twelve (12) months from the proposal due date,
4. The Company shall comply with all State requirements regarding proposal contents and formats, and
5. The Company has read and understands the principles, standards and best practices of the State's Enterprise – Wide Technical Architecture. As noted in Attachment 2, vendors should summarize any non-EWTA compliant proposals or approaches, a copy of which is to be attached to the vendor's response to this attachment.

Validating Official:

Signature

Printed Name and Title

By signing this proposal, I confirm that this proposal constitutes a complete, authentic and bona-fide offer to the State of Connecticut, which the Company is fully prepared to implement as described. The Company official who validated this proposal was authorized to represent the Company in that capacity on the date of his/her signature.

Authenticating Official:

Signature

Printed Name and Title

Any modifications to this form will subject the Company's proposal to the risk of being deemed a "contingent" proposal, thus subject to rejection by the State.

ATTACHMENT 5

INFORMATION PROCESSING SYSTEMS AGREEMENT

The State's preferred Information Processing Systems Agreement is included in this Attachment to this RFP. It represents a contract that the State believes is equitable to both the State and the selected contractor.

The State reserves the right to incorporate into this Agreement any and/or all terms and conditions that may be deemed to be fair or beneficial to the State. The State further will not waive, modify or entertain modifications to Sections 25-40 of this Attachment as currently written in this RFP.

If the contract negotiations cannot be successfully concluded, the State may, at its sole discretion, proceed to withdraw the offer and offer a contract to another competing firm, or follow any other course of action that it deems necessary or advisable to provide for the carrying out of its statutory responsibilities.

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State of Connecticut, Department of Emergency Management and Homeland Security
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This Information Processing Systems Agreement hereinafter referred to as the "Agreement" or "contract" is made by and between the **State of Connecticut**, acting by its Department of Information Technology/Contracts & Purchasing Division, hereinafter referred to as the "State," located at 101 East River Drive East Hartford, CT 06108, and _____ hereinafter referred to as the "Contractor," having its principal place of business at _____.

The terms and conditions of this Agreement are contained in the following sections:

In consideration of the mutual promises and covenants contained in this agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. TERM OF AGREEMENT

This Agreement shall become effective upon its approval as to form by the Office of the Attorney General of the State of Connecticut and shall continue until terminated in accordance with the provisions of Section 23. TERMINATION OF AGREEMENT.

Notwithstanding any provision or language in this contract to the contrary, the Chief Information Officer may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the State for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Chief Information Officer of the Department of Information Technology, however, no compensation for lost profits shall be allowed.

2. DEFINITIONS

- a) "Contracting Agency" as used herein, shall mean the Department of Information Technology.
- b) "Department" as used herein, shall mean the Department of Public Works.
- c) "RFP" as used herein, shall mean the Request For Proposal #06ITZ0047, issued by the State on April 10, 2006, concerning the Managed Emergency Telephone Notification System.
- d) "System" as used herein, shall mean Contractor furnished or otherwise supplied hardware, software and documentation that collectively and in an integrated fashion fulfill the business and technical requirements of the RFP and, as may be further defined pursuant to this Agreement.
- e) "Deliverable" as used herein, shall mean any product, whether hardware, software, documentation, license, information or otherwise, or any service, whether development, integration, administrative, maintenance, operations, support, or otherwise, or any warranty, that is an element of the Contractor's overall approach and solution to the requirements of the RFP, whether produced by the Contractor or by a third party as a supplier or subcontractor to the Contractor, that is agreed to be provided to the State by the Contractor pursuant to this Agreement.

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f) "Project Implementation Summary (Exhibit 1)" as used herein, which is attached to and made a part of this Agreement, shall mean that document which itemizes milestones, phases, stages, and Deliverables by date of completion, including where checkpoints are to be taken to assure the Department that the provision of Deliverables is proceeding according to schedule.

g) "Project Implementation Schedule (Exhibit 2)" as used herein, which is attached to and made a part of this Agreement, shall mean that document which itemizes agreed invoice amounts by date, as specified in the Project Implementation Summary, Purchase Orders or Change Orders, subject to State acceptance of associated Deliverables.

h) "Product Schedule (Exhibit 3)" as used herein, which is attached to and made a part of this Agreement, shall mean that document which establishes the component or unit pricing, and price schedules and terms as applicable, for every Deliverable available pursuant to this Agreement.

i) "Clarification Document (Exhibit 4)" as used herein, which is attached to and made a part of this Agreement, shall be the document which sets forth the clarifications to the Contractor's Proposal requested by and accepted by the Department.

j) "Alterations" as used herein, shall mean modifications made by the State or the Department to any Deliverable thereby making such Deliverable non-conformant with Contractor design and/or operation specifications.

k) "Improvements" as used herein, shall mean Contractor changes made to Deliverables from time to time either to provide additional functions for Department use or to correct errors and other performance deficiencies noted by a Department and reported to Contractor.

l) "Purchase Order" as used herein, shall mean a document issued by the State's Contracts & Purchasing Division on behalf of the Department for one or more Products or Deliverables in accordance with the terms and conditions of this Agreement.

m) "Licensed Software" as used herein, shall mean computer program(s) acquired from Contractor under an agreement whereby the State acquires the right to use the product but does NOT acquire the licensor's: (1) title to the product nor, (2) liability for payment of any tax levied upon the product, nor (3) liability for payment of any liability/casualty premium for the product.

n) "Designated PU" as used herein, shall mean any Processor Unit (PU) or attached processor (AP) complex, including associated peripheral units, specified in the Attachment. The Attachment may designate more than one PU for either different Sites or Site(s) with multiple interconnected PU's.

o) "Site" as used herein, shall mean a location of a computer system or systems consisting of one processing unit (PU) or multiple interconnected processing units.

p) "Specifications" as used herein, shall mean the Contractor's published technical and non-technical detailed descriptions of a Deliverable's capabilities and/or intended use.

q) "POP" (Primary Operation Period) as used herein, shall mean the days and hours of normal system operations and availability, which is to be 18 hours per day, 7 days a week "PPM" (Prime Period Maintenance) as used herein, shall mean maintenance services and/or technical support performed between 8:00 AM and 5:00 PM Monday through Friday, exclusive of published State holidays. Maintenance services and/or technical support performed during any other time is hereinafter referred to as "Non-PPM" (Non-Prime Period Maintenance).

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r) "Warranty Period" as used herein, shall mean the twelve (12) months following acceptance by the Department of the System after successful completion of all Site Acceptance Tests.

3. ACQUIRING DELIVERABLES

a) Subject to the terms and conditions of this Agreement, Contractor shall sell, transfer, convey and/or license to the Department any duly ordered Deliverable. Such Deliverables shall be available in the Product Schedule and listed in Purchase Orders issued by a Department. Purchase Orders shall contain, as appropriate, the following related information:

- 1) Delivery Site and Department Contact Person
- 2) Identity of this Agreement by Reference Number
- 3) Contractor Contact Person and Contact Information
- 4) For hardware and software Deliverables
 - a. Installation PU and Operating System
 - b. Product Number, Description and Quantity
 - c. Applicable rate, license term, and quantity extensions
 - d. Applicable installation and other one-time charge rate(s)
 - e. Applicable maintenance and support provisions and rate(s)
 - f. Applicable product maintenance and support zone & surcharge rate(s)
- 5) For services
 - a. Description of service
 - b. Quantity of hours or days to be purchased, by service level classification
 - c. Applicable Project Implementation and Quality Assurance Plans
- 6) Implementation Summary, if applicable
- 7) Current Product Schedule, if applicable
- 8) Invoice Schedule, if applicable
- 9) Total Cost
- 10) Valid authorization from Contracts and Purchasing Division

b) Any Purchase Order which has been accepted by the Contractor, shall be attached to, and subject to the terms and conditions of, this Agreement and shall remain attached until such time as the Purchase Order obligations are fulfilled or until State acceptance of full performance of all requirements contained therein, or extended or terminated sooner under the terms of this Agreement. During the period of attachment, the Purchase Order shall be known as an "Attachment" and shall hereinafter be referred to as such.

c) Contractor may supplement the Product Schedule at any time to make additional products, services and related terms available to the State, provided that the effective date of each supplement is stated thereon. Any supplement must be transmitted to the State with a cover letter documenting formal approval of the supplement by a Contractor representative then legally empowered to so act.

d) Notwithstanding any other provision of this Agreement, no material change may be made to the list of Products on the Product Schedule that alters the nature or scope of the Products or their intended use. Any change in the Products listed in the Product Schedule is conditioned upon the new products

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being of a similar nature and having a similar use as the defined Products. An update of the Products or the addition of Products that are related to or serve similar functions as the Products is permissible only with the prior approval of the State. Upon State receipt of ninety (90) calendar days' prior written notice, Contractor may update the Deliverable Price Schedule pricing by amending the Product Schedule effective July 1 of any State of Connecticut fiscal year, provided: (1) the Product Schedule amendment is transmitted and approved in the same manner as described for supplements in Subsection 3.c., (2) no software license, or Deliverable maintenance or service rate is increased within the first year of any Deliverable acceptance, and (3) any such price increase shall not exceed the lesser of five percent (5%) or the Consumer Price Index in any State of Connecticut fiscal year. In no case shall any such increase exceed Contractor's published prices then applicable to local governments and other States. State shall provide Contractor written acknowledgement, for Contractor's records, of such received amendment.

e) Deliverables ordered prior to the effective date of any Product Schedule pricing increase shall enjoy protection from rate increase during their initial terms.

f) Contractor shall provide State with a discount on any Product Schedule pricing according to Contractor's discount policy in effect when a Purchase Order is placed or according to the discount shown on the Product Schedule, whichever is greater.

g) The Department is authorized to use any Licensed Software to develop and/or enhance said Department's systems, only in the pursuit of its own business interests, on any designated PU specified in a Purchase Order and for no other purpose. Any such Licensed Software shall be nonexclusive and nontransferable. The Department agrees that it shall use its best efforts to prohibit any Licensed Software Deliverable use in a manner, whether directly or indirectly, which would enable the Department's users to use the Licensed Software on any other PU.

h) Notwithstanding the foregoing restrictions on use, the Department may use the Licensed Software Deliverable on another PU or Site in the following circumstances:

- 1) If the Department determines that a designated PU or Site cannot be used because of equipment or software inoperability, or initiation of a disaster recovery test or a disaster recovery event.
- 2) If the Department designated PU is replaced by a Department, said Department may designate a successor PU and use the Deliverable on that PU regardless of speed and performance. Prior to such other use, Department shall give Contractor written notice of such intended use and such other use shall be subject to Contractor's written consent. Such consent shall not be unreasonably withheld or delayed and shall have no cost or charge to the State associated with it.
- 3) If the Department designated PU is removed to another location, the Department may move any Licensed Software Deliverable and supporting materials to that location which physically replaces the original location. Prior to such moving of any such Deliverable and supporting materials, the Department shall give Contractor written notice of such intended movement and such movement shall be subject to Contractor's written consent. Such consent shall not be unreasonably withheld or delayed and shall have no cost or charge to the State associated with it.

i) The Department may make a maximum of five (5) backup copies of each Licensed Software Deliverable and a maximum of five (5) copies of the user manuals/documentation and supporting

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materials for each such software Deliverable and shall have no cost or charge to the State associated with the making of these copies. The Department shall maintain an accurate record of the location of such copies at all time and such record shall be available to Contractor. All such copies shall be subject to the terms and conditions of this Agreement.

4. PROJECT ADMINISTRATOR

a) The Department shall designate a Project Administrator, who shall be replaced at the sole discretion of the Department. The Project Administrator shall be the sole authority to act for the Department under this Agreement, solely for any Deliverable(s) initially acquired/installed from the Contractor and such sole authority shall continue to be in effect until successful completion of the Warranty Period. Whenever the Department is required, by terms of this Agreement to provide written notice to the Contractor, such notice must be signed by the Project Administrator or, in that individual's absence or inability to act, such notice shall be signed by the Commissioner of the Department.

b) The milestones and deliverables that are defined in the Invoice Schedule will be recognized for the purposes of payment to the Contractor. For each of these milestones and all associated deliverables, the Supplier will submit an invoice with sufficient detail to justify the charges along with a copy of the Department's "Notice of Acceptance" letter for that milestone and all associated deliverables to the Project Administrator.

c) Any additions to or reductions in the Deliverables and prices for work completed in the performance of the Project Implementation Summary must be executed according to the provisions of Section 5. CHANGE ORDERS.

5. CHANGE ORDERS

a) The Department may at any time, with written notice to Contractor, request changes within the general scope of the Project Implementation Schedule. Such changes shall not be unreasonably denied or delayed by Contractor. Such changes may include modification in the functional requirements and processing procedures. Other changes might involve the correction of system deficiencies after the operations phase has begun, or other changes specifically required by new or amended State laws and regulations. Prior to expiration of any Warranty Period, any changes to the Deliverables(s) that are required due to System deficiencies or if the System does not fully perform in accordance with this Agreement, shall be made by Contractor without charge to the Department or the State. Any investigation that is necessary to determine the source of the problem requiring the change shall be done by Contractor at its sole cost and expense

b) The written change order request shall be issued by the Department. As soon as possible after Contractor receives a written change order request, but in no event later than fifteen (15) calendar days thereafter, the Contractor shall provide the Department with a written statement that the change has no price impact on the Contractor or that there is a price impact, in which case the statement shall include a description of the price increase or decrease involved in implementing the change. The cost or credit to the Department resulting in a change in the work shall specify the total cost by the number of hours or days times the applicable service rate, itemized by each applicable service rate scale, as specified within the Product Schedule.

c) No change order shall become effective, nor there be any change in the Project Implementation Summary, until Contractor's receipt of a Purchase Order or Purchase Order Change Notice. No employee, officer, or representative of the Department, including the Department Project Administrator, or the Contractor shall circumvent the intent of this section.

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6. DELIVERY, INSTALLATION & DEINSTALLATION

a) Department shall undertake at its own expense to prepare and make available to Contractor the site of installation of any hardware Deliverable in accordance with Contractor furnished Specifications. If preparation for installation has not been completed, the State shall so notify Contractor as soon as possible but no later than ten (10) days prior to the scheduled hardware Deliverable installation date. If the State installation site requirements do not meet Contractor Specifications, the State shall be charged, at prices in effect at the time of the State's order, for any extra work and ancillary materials required to complete installation.

b) Contractor shall provide such pre-installation and post-installation hardware Deliverable compatibility system surveys, consultation, reference manuals and onsite operational training as to facilitate proper installation and operation of all Deliverables. Additional Contractor assistance, if requested by the State and issued in a Purchase Order, shall be furnished at the State expense at Contractor's published rates.

c) Contractor represents and warrants that it shall complete installation of the System in accordance with the Project Implementation Summary.

d) Department ordered System de-installation, relocation and reinstallation of any System previously installed at a Department site or the Department's designated site shall be at Department's expense according to Contractor's prices then in effect for such services

7. DELIVERABLE EVALUATION & ACCEPTANCE

a) Except as may be stipulated within Section 4. PROJECT ADMINISTRATOR, any Deliverable furnished by Contractor under the terms of this Agreement shall be subject to an evaluation and acceptance period at the Department installation site. For a Deliverable installed by Contractor, said period shall commence on the Department work day next following written Contractor notification to the Department that the Deliverable is installed and ready to undergo evaluation and acceptance testing. The evaluation and acceptance testing is defined as successful execution of the final SAT followed by thirty (30) contiguous days of Deliverable performance and Contractor service which satisfies State criteria specified in Section 9. SOFTWARE MAINTENANCE & SUPPORT and Section 10. HARDWARE MAINTENANCE & SUPPORT. For a Deliverable installed by Department, said period shall commence on the Department workday next following receipt of the Deliverable by Department.

b) Should any Deliverable fail to be satisfactory as specified in Subsection 7.a. due to circumstances beyond Contractor's control, the evaluation and acceptance period then shall be immediately reinitiated or rescheduled at a later date upon mutual agreement between Contractor and Department.

c) Successful completion of the Deliverable evaluation and acceptance period shall be determined by Department and verified on State Form SDP-6 "Data Processing Installation/Removal." The license shall be effective commencing on the State's SDP-6 "Acceptance Date" which shall be considered to be the first workday following the successful Deliverable evaluation and acceptance period. The Department agrees to complete any required Contractor acceptance certificate.

d) If the Department does not accept any Deliverable within sixty (60) days of installation, due to the Deliverable being unsatisfactory as specified in Subsection 7.a., the Department may then release the Deliverable to Contractor and be relieved of all financial obligations therefore

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e) Notwithstanding Subsection 7.c., for any Deliverable under this Agreement, the "Acceptance Date" shall mean the first workday following the successful System evaluation and acceptance period.

8. PAYMENTS & CREDITS

a) The Department shall pay any charges for Deliverables shown in each Attachment promptly after receipt of the Contractor invoice applicable to the calendar month or other period during which Contractor has the obligation to provide the Deliverable to the Department (hereinafter referred to as the "Due Date"). Any such charges for a partial month or period shall be prorated. Charges for licenses shall apply starting with the relevant Acceptance Date; charges for associated services shall apply starting with the relevant dates specified in the pertinent Attachments.

b) Payment of Contractor charges for any license term or license maintenance and support term shall entitle the Department to use the Deliverable, free of any usage charges, at the Department's convenience at any time during the applicable term, excluding the time required for maintenance and support.

c) Contractor may assign any license payments (but not any associated service payments), in whole or in part, upon prior written notice to the Department and compliance with the requirements of the State's Comptroller's Office concerning such assignments. Notwithstanding any such assignment, Contractor agrees that the Department shall quietly have and enjoy use of the Deliverable, free of any repossession or any claims by Contractor or its successors and assigns, subject to the terms and conditions of this Agreement, provided the Department is not in default hereunder. No Deliverable assignment by Contractor shall relieve Contractor of any obligations under this Agreement without prior written Department consent in each such instance.

d) The Department shall be liable to Contractor for a charge for an item that is not listed on the Product Schedule only if the related order has been placed by an authorized State representative. Any Contractor time and materials charge shall reflect only reasonable expenditures actually incurred by Contractor in rendering Department services at the Deliverable installation site.

e) Contractor shall furnish separate invoices for each Purchase Order and each license charge, maintenance and support charge or other charge shall be included as separate line items on such invoices.

f) When the license term specified in the Attachment is less than perpetual, all charges for maintenance and support are included in the periodic license fee.

g) Where the license term specified in the Attachment is perpetual, charges for maintenance and support are as follows:

- 1) If the license fee specified in the Attachment is payable in periodic payments, there shall be no additional charge for maintenance and support during the period for which such periodic payments are payable.
- 2) If the license fee specified in the Attachment is payable in one lump sum, there shall be no additional charge for maintenance and support during the twelve (12) months following the Deliverable Acceptance Date, or during the Warranty Period if applicable.
- 3) For the year after the period for which periodic payments are payable, or twelve (12) months after the Deliverable Acceptance Date or immediately after the Warranty Period if applicable, as the case may be, Contractor shall continue to provide the Department with

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maintenance and support services provided the Department elects to pay Contractor the applicable maintenance and support charges then in effect.

- 4) For each subsequent year, Contractor's obligation to provide maintenance and support services and Department's obligation to pay the maintenance and support charges then in effect shall be deemed to be automatically renewed unless cancelled in writing by the State at least thirty (30) days prior to such renewal date.

h) It shall be the responsibility of the Department to pay any charges due hereunder within forty-five days after the acceptance of the Deliverable or services being rendered, as applicable, after having received the Contractor invoice.

i) Failure by the Department to make payment within the forty-five (45) day period after which services have been rendered and an undisputed invoice provided, shall not constitute a default or breach, but rather, shall entitle Contractor to receive interest on the undisputed amount outstanding after said forty-five (45) days in accordance with State of Connecticut statutes.

j) Notwithstanding this Section 8., Invoices for Deliverables shall be paid as follows:

- 1) The Department shall pay Contractor within forty-five (45) days after Deliverables have been accepted by the Department and an invoice in accordance with the Project Implementation Schedule has been received. Charges for services shall be based upon actual billable time incurred for such Deliverables, however, such charges shall not exceed the associated "not-to-exceed cost" in accordance with the Invoice Schedule.
- 2) There shall be a ten percent (10%) holdback from the monies that are due for each Deliverable accepted by the Department.
- 3) Upon successful completion of the System evaluation and acceptance period, determined by the Department and verified on State Form SDP-6, Department shall pay Contractor one-half of the holdback monies.
- 4) Upon successful completion of the Warranty Period the remaining one-half of the holdback monies will be paid to the Contractor.

9. SOFTWARE MAINTENANCE & SUPPORT

a) After acceptance of any software Deliverable by the Department and subject to the terms, conditions, and charges set forth in this Agreement, Contractor represents and warrants that maintenance and support services for any software Deliverable shall be provided to the Department as follows:

- 1) Contractor shall provide such reasonable and competent assistance as necessary to cause the Deliverable to perform in accordance with applicable portions of the Specifications
- 2) Contractor shall provide Improvements which may be available to Contractor to any Deliverable
- 3) Contractor shall update any Deliverable, if and as required, to cause it to operate under new versions or releases of the operating system(s) specified in the Attachment

b) Maintenance and support services shall be provided by the Contractor on an annual basis and shall automatically renew for successive twelve (12) month periods unless thirty (30) days' prior written notice of termination is provided to the Contractor by the Department before the end of the initial term

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or any renewal term of maintenance and support services. Telephone support services are to include no customization or training, but technical support issues only.

c) Contractor shall maintain sufficient and competent Deliverable support services staff to satisfy the Contractor obligations specified herein for any Deliverable.

d) Contractor shall have full and free access to any Deliverable to provide required services thereon.

e) If any Licensed Software Deliverable becomes not usable due to the computer manufacturer's release and the installation of (1) a new PU operating system or (2) an updated version of the present PU operating system or (3) a change to the present PU operating system and the Contractor is unable to provide changes to the Deliverable to cause it to operate according to Specifications within thirty (30) days of written notification by the Department to Contractor of such failure to operate, any such Deliverable so affected shall have its paid maintenance and support period, periodic-payment license period or limited term license period extended an additional period of time equal to the period of time the Deliverable was not usable. If, after the expiration of thirty (30) days from the date of said notification, the Deliverable remains not usable, then the applicable license may be terminated at the option of said Department without further obligation or liability

f) Contractor shall respond to the Department's telephone requests for technical support relative to any installed software Deliverable within four (4) hours of such requests. Failure to provide reasonable and competent telephone assistance, in the State's sole determination, within the four (4) hour period shall entitle Department to either credit or reimbursement against current charges payable to the Contractor, for a non-perpetual license in the amount of ten percent (10%) of the Contractor's current license fee for each succeeding four (4) hour period that said reasonable and competent assistance is not provided by Contractor. The State of Connecticut will allow the Contractor to use Webex™ or other online meeting tools which allow for online troubleshooting, desktop sharing, and remote control, as well as other remote tools in order to satisfy the four (4) hour response requirement. Contractor will by no means disable the use of any client software by use of Webex™ or other remote control software, regardless of contract outcome. Any change to client software or configuration is to be approved by the client representative at the time of support session. Onsite support is anticipated to be provided using automobile travel from New Hampshire to the State of Connecticut location. Therefore, traffic and weather conditions may prevent the Contractor from arriving at the client site within the four (4) hour timeframe. The Contractor will plan for appropriate travel time when scheduling onsite meetings with the client. Should inclement weather be forecast, the Contractor would advise the client as soon as the Contractor becomes aware that travel may be affected. Contractor employees will not be expected to travel in unsafe conditions, but will make other arrangements for support as soon as possible. For a perpetual license, the amount shall be 1/6 times the related annual maintenance and support charge, or two (2) times the related monthly maintenance and support charge, as the case may be, whether payable or not by a Department, for each succeeding four (4) hour period that said reasonable and competent assistance is not provided by Contractor.

10. HARDWARE MAINTENANCE & SUPPORT

a) Department shall be responsible for site work external to, but required for, hardware Deliverable installation and for Contractor maintenance time and material costs of hardware Deliverable repairs necessitated by Department misuse or negligence.

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b) Contractor shall not be responsible for the consequences of any hardware Deliverable repairs, adjustments, or modifications performed by any person not representing Contractor, however, this provision does not preclude Contractor granting approval for such performance by persons not representing the Contractor.

c) Contractor shall maintain sufficient installed hardware Deliverable support services staff, replacement hardware Deliverable and ancillary equipment to satisfy the preventive and remedial maintenance requirements and Section 11. SYSTEM RELIABILITY.

d) Contractor shall have full and free access to any hardware Deliverable to provide required service thereon. Contractor shall maintain an on-site hardware Deliverable log to contain brief descriptions of Department reported problems and the associated remedial or scheduled preventive maintenance services performed on any installed hardware Deliverable.

e) Preventive maintenance shall be provided at a time mutually agreeable to Department and Contractor, and may be charged to Department at Non-PPM service rates unless scheduled during a PPM period. Preventive maintenance shall conform to the hardware Deliverable manufacturer's recommended schedules and procedures, and may be performed concurrently with remedial maintenance.

f) Contractor shall arrive at the System site within four (4) hours upon receipt of Department request for PPM. Unless other arrangements are agreed to by Department, should the Contractor representative arrive at the System site one (1) hour or more before the end of a PPM period, remedial Maintenance shall be then completed, or continued for a grace period of up to one (1) hour beyond the PPM period without charging the State for Non-PPM service. At the expiration of the grace period, the State shall have the option to either complete such Maintenance at current Non-PPM rates or schedule Maintenance resumption at the beginning of the next daily PPM period.

g) At Department's option, any Contractor PPM service may be extended to cover any Non-PPM period by the State's ordering and paying for such additional Maintenance coverage period(s) according to the Product Schedule's provisions for: (1) On-Call (unscheduled) hourly rate Non-PPM, and/or, (2) scheduled Non-PPM surcharge(s). The omission on the Product Schedule of Maintenance Charges for said extended periods of maintenance indicates that such additional maintenance coverage is not offered by the Contractor.

11. SYSTEM RELIABILITY

a) The reliability, at any point in time, of the System shall be determined by the System's operational capability for productive Department use as configured and installed within the agreed operating environment. Continued acceptability of such System performance reliability shall be based on the Department's experienced rate of recoverable and non-recoverable System operating errors or failures that preclude productive Department use of the System according to the agreed requirements and Contractor operating specifications.

b) The required reliability (Computed % Reliability) for the System during any calendar month is ninety-eight point three percent (98.3%) uptime availability for aforesaid productive Department use, computed as follows:

$$\text{Computed \% Reliability} = \frac{(\text{Available-Time-per-Month}) - (\text{Downtime-per-Month})}{(\text{Available-Time-per-Month})}$$

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with Available-Time-per-Month equated to 24 hours times the number of days in the month, which shall be deemed to correspond to POP during each calendar month and Downtime-per-Month equated to those hours of Available-Time-per-Month during which the Department or any specific site is precluded from aforesaid productive System use.

EXAMPLE:

Given: Available-Time-per-Month was 720 hours.

Downtime-per-Month was 3.60 hours.

$$\text{Then: Computed \% Reliability} = \frac{(720 - 3.60)}{720} = 99.5\%$$

c) A given instance of System downtime shall start after receipt by the Contractor of a bona fide Department service request to remedy any operational System deviation, error, or failure condition(s), and end with documented proof by Contractor to the Department that such System status has been fully restored to the applicable agreed operational specifications and made ready for productive Department use. However, the calculated time period of such an instance of System downtime shall exclude the following periods:

- 1) Any nonproductive System use time caused by the Department or the Department's authorized third party
- 2) Any time during which the Department fails to make the System available for Contractor's remedial service

12. SYSTEM WARRANTIES

a) Contractor represents and warrants that the System shall conform to the terms and conditions of this Agreement and Contractor's proposal, and be free from defects in material and workmanship upon acceptance of the System by the Department and for a minimum period of the Warranty Period. Additionally, during the Warranty Period, Contractor shall modify, adjust, repair and/or replace such Deliverable(s), at no charge to Department, as necessary to maintain ongoing System reliability according to Section 11. SYSTEM RELIABILITY.

b) If the ongoing performance of Contractor maintenance and support of the System or if the System does not conform to Section 11. SYSTEM RELIABILITY, the Department shall give Contractor written notice of performance deficiencies. Contractor shall then have not more than a thirty (30) calendar day period to correct the applicable Deliverable deficiency and restore the functioning of the Deliverable to a level of operation that meets or exceeds the requirements of this Agreement. If during the Warranty Period such Deliverable or System performance, or service level, continues to fail to meet these specifications, then the Contractor shall be in material default of this Agreement.

c) In addition to as may otherwise be provided in this Agreement, any material default by the Contractor during the Warranty Period, the State may, by written notice to Contractor signed by the Project Administrator, terminate this Agreement. In event of such termination, the Contractor shall reimburse Department of all monies paid by Department to Contractor under this Agreement.

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13. OTHER WARRANTIES

a) Contractor hereby warrants its ownership and/or marketing rights to the software license Deliverables. Unless stated otherwise in an Attachment, Contractor hereby warrants that a software Deliverable installed by Contractor, or installed by the Department in accordance with Contractor's instructions, shall function according to the Specifications on the Acceptance Date for such Deliverable, and that Contractor shall modify and/or replace such Deliverable as necessary to maintain ongoing reliability according to Section 9. SOFTWARE MAINTENANCE & SUPPORT. This latter warranty shall not apply to any software Deliverable deficiency caused by maintenance by a person other than the Contractor or its representative.

b) If the ongoing performance of the software Deliverable does not conform to Section 9. SOFTWARE MAINTENANCE & SUPPORT provisions of this Agreement, the Department shall give Contractor written notice of performance deficiencies. Contractor shall then have not more than a ten (10) calendar day cumulative cure period per twelve (12) month period to correct such deficiencies. If the cumulative number of days in a twelve (12) month period is exceeded, and said performance continues to be in nonconformance with said Section 9., the Contractor shall be in material default of this Agreement and the State at its option may thereupon:

- 1) In addition to the options listed below, if during the Warranty Period, terminate this Agreement in accordance with Subsection 12.c.
- 2) Request Contractor to replace said Deliverable at Contractor's expense with a functional Deliverable or competent service.
- 3) Terminate the Deliverable license or service without Department penalty, further obligation or financial liability. In the event of such termination, the Department shall be entitled to a refund of monies paid to the Contractor according to the following schedule:

- a. Termination of a lump-sum payment perpetual license:

Period that terminated Deliverable license has been in effect with Acceptance Date in:

1st - 12th month:	100% of license fee paid to be refunded
13th - 24th month:	75% of license fee paid to be refunded
25th - 36th month:	50% of license fee paid to be refunded
37th month and over:	25% of license fee paid to be refunded

- b. Termination of associated services or a periodic payment license or a lump-sum payment non-perpetual license:

All fees paid by the Department to the Contractor applicable to the period following default shall be refunded to the Department.

c) The Contractor neither excludes nor modifies the implied warranties of merchantability and fitness for a particular purpose concerning the Deliverables offered under the terms and conditions of this Agreement.

14. PATENT, COPYRIGHT, LICENSE & PROPRIETARY RIGHTS

a) Contractor hereby grants the Department, at no additional cost, rights to copy and use any patented, copyrighted, licensed or proprietary software Deliverable solely in the pursuit of its own business interests. Department shall promptly affix to any such copy a reproduction of the patent,

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copyright, license or proprietary rights information notice affixed to the original Deliverable. The Department shall maintain the confidentiality of any such Licensed Software Deliverable consistent with its privileged nature, and shall not divulge the Deliverable or make it available to any third party, except as may be noted elsewhere in this Agreement. This obligation survives termination of this Agreement.

b) Contractor agrees to indemnify, hold harmless and defend the State and any Department from and against any patent, copyright, license or proprietary rights infringement claim or proceeding pertaining to Department use of any software Deliverable, except where the Department modifies or adapts said Deliverable without Contractor consent. Contractor agrees to satisfy any final award arising from any said claim or proceeding. The State or the Department agrees to give Contractor prompt written notice of any impending said claim or proceeding, and agrees to Contractor's right to conduct any defense thereof.

c) In the event any software Deliverable becomes the actual or prospective subject of any said claim or proceeding, Contractor may, at its discretion:

- 1) Modify the Deliverable or substitute another equally suitable Deliverable (providing such alternative does not degrade the Department's Deliverable dependent performance capability)
- 2) Obtain for said Department the right to continued Deliverable use
- 3) If Deliverable use is prevented by injunction, take back the Deliverable and credit the Department for any charges unearned as a result of enjoined use as follows:
 - a. Where the license specified in the applicable Attachment is less than perpetual, Contractor shall promptly refund the Department the amount of the fees paid to the Contractor for the portion of the applicable term found to be infringing.
 - b. Where the license specified in the applicable Attachment is perpetual:
 - (1) Periodic Payment License: Contractor shall promptly refund the Department the amount of the fees paid to the Contractor for the portion of the applicable term found to be infringing.
 - (2) Lump-Sum Payment License: Contractor shall promptly refund the Department any Deliverable maintenance and support charges paid by the Department to the Contractor applicable to the infringement period plus a sum computed as follows:

Period that infringing Deliverable license has been in effect with Acceptance Date in:

1st - 12th month:	100% of license fee paid
13th - 24th month:	75% of license fee paid
25th - 36th month:	50% of license fee paid
37th month and over:	25% of license fee paid

d) Contractor shall have no liability for any infringement claim or proceeding based on the Department's use of a Deliverable for which it was neither designed nor intended and Contractor has provided written notification to said Department of such inappropriate use.

15. CONFIDENTIALITY; NONDISCLOSURE

a) All material and information provided to the Contractor by the State or acquired by the Contractor in performance of the Contract whether verbal, written, recorded magnetic media, cards or otherwise shall be regarded as confidential information and all necessary steps shall be taken by the

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Contractor to safeguard the confidentiality of such material or information in conformance with federal and state statutes and regulations. The Contractor agrees that it is prohibited from releasing any and all information provided by the Department or providers or any information generated by the Contractor without the prior express written consent of the Department.

b) The Department shall exercise at least the same degree of care to safeguard any Licensed Software Deliverable as the Department does its own property of a similar nature and shall take reasonable steps to assure that neither the Licensed Software Deliverable nor any part thereof received by Department under this Agreement shall be disclosed for other than its own business interests. Such prohibition on disclosures shall not apply to disclosures by the Department to its employees or its representatives, provided such disclosures are reasonably necessary to Department's use of the Deliverable, and provided further that Department shall take all reasonable steps to insure that the Deliverable is not disclosed by such parties in contravention of this Agreement.

c) The Department shall use any Licensed Software Deliverable only in the pursuit of its own business interests. The State shall not sell, lease, license or otherwise transfer with or without consideration, any such Deliverable to any third party (other than those non-designated third parties that have need to know and agree to abide by the terms of this Section 15.) or permit any third party to reproduce or copy or otherwise use such Deliverable. The State will not create derivative works, translate, reverse engineer or decompile the Licensed Software Deliverable, in whole or in part, nor create or attempt to create, by reverse engineering or disassembling of the design, algorithms or other proprietary trade secrets of the Deliverable software.

d) Contractor hereby agrees that:

- 1) All Department information exposed or made available to Contractor or its representatives is to be considered confidential and handled as such.
- 2) Any such Department information is not to be removed, altered, or disclosed to others in whole or in part by Contractor and its representatives.
- 3) All Department security procedures shall be adhered to by Contractor and its representatives.

e) It is expressly understood and agreed that the obligations of this Section 15 shall survive the termination of this Agreement.

16. DELIVERABLE REPLACEMENTS & UPGRADES

a) The State may order replacement of any Deliverable license with any other Deliverable license then available to the State. Contractor shall provide the State with a discount or credit according to Contractor's policy then in effect or according to the credit shown below, whichever is greater:

- 1) Replacement Deliverable that was provided by the Contractor under a lump sum payment perpetual license

Period license of replaced Deliverable has been in effect starting with Acceptance Date:

1st - 12th month:	75% of license fee paid shall be credited toward fee for Replacement Deliverable
13th - 24th month:	50% of license fee paid shall be credited toward fee for Replacement Deliverable

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25th - 36th month: 25% of license fee paid shall be credited toward fee for Replacement Deliverable

37th month and over: No credit toward fee for Replacement Deliverable

- 2) Replaced Deliverable that was provided by the Contractor under a periodic payment license:
License fee payments for a replaced Deliverable shall terminate on the Acceptance Date of the replacement Deliverable.

- 3) Replaced Deliverable that was provided by the Contractor under a lump-sum payment non-perpetual license:
There shall be a prorated adjustment of the license fee payment for a replaced Deliverable as of the Acceptance Date of the replacement Deliverable.

b) The license fee for any replacement Deliverable applies commencing on the Acceptance Date of such Deliverable.

c) Contractor shall keep current any installed Deliverable that it has supplied throughout its license term by delivering, at no cost or expense to a Department, the most current release of said Deliverable to the Department, provided that said Department has paid or will pay the most recent applicable annual maintenance charges.

17. RISK OF LOSS & INSURANCE

a) The Department shall not be liable to Contractor for any risk of Deliverable loss or damage while Deliverable is in transit to or from a Department installation site, or while in a Department's possession, except when such loss or damage is due directly to Department gross negligence.

b) In the event Contractor employees or agents enter premises occupied by or under control of a Department in the performance of their responsibilities, Contractor shall indemnify and hold said Department harmless from and defend it against any loss, cost, damage, expense or liability by reason of tangible property damage or personal injury, of any nature or any kind, caused by the performance or act of commission or omission of said employees or agents. Without limiting the foregoing, Contractor shall maintain public liability and property damage insurance within reasonable limits covering the obligations contained herein, and shall maintain proper workers' compensation insurance in accordance with Section 37. WORKERS' COMPENSATION.

18. DELIVERABLE ALTERATIONS

a) Alterations of any hardware Deliverable may be made only with the prior written consent of Contractor and/or manufacturer. Such consent shall not be unreasonably withheld or delayed and shall be provided without cost to customer or Department.

b) All inventions or improvements to the computer programs and/or base software developed by the Contractor pursuant to this Agreement shall become the property of the State. The State shall retain all ownership rights to any such inventions or improvements. The Contractor shall receive a non-exclusive, royalty-free license for any software, software enhancement, documentation or invention developed under this Agreement. The Contractor may sublicense any software, software enhancement, invention or improvements developed by the Contractor pursuant to this Agreement to third parties on the same royalty-free basis as provided by the State to the Contractor hereunder.

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c) If any Deliverable Alteration interferes with the normal and satisfactory operation or maintenance and support of any Deliverable or increases substantially the costs of maintenance and support thereof or creates a safety hazard, the Department shall, upon receipt of written notice from Contractor, promptly restore the Deliverable to its pre-altered condition.

d) Any Alteration of a Licensed Software Deliverable by the Department without prior written consent of Contractor shall void the obligations of Contractor under Section 9. SOFTWARE MAINTENANCE & SUPPORT for the Deliverable. Contractor shall indicate in any prior written consent, which parts of the Deliverable being altered will continue to be subject to Section 9. SOFTWARE MAINTENANCE & SUPPORT and which will not. The State understands and agrees that Contractor may develop and market a new or substantially different product that either uses or performs all or part of the functions performed by an installed Deliverable or System. Nothing contained in this Agreement gives the State any rights, with respect to such new or different product, not granted to other product users.

19. LIMITATION OF LIABILITY

a) In no event shall either party be liable for special, indirect or consequential damages except as may otherwise be provided for in this Agreement.

b) Contractor shall indemnify, defend and hold harmless the Department and the State from and against all:

- 1) Actions, suits, claims, investigations or legal or administrative or arbitration proceedings pending or threatened, whether at law or in equity in any forum (collectively, "Claims") arising, directly or indirectly, in connection with this Agreement including, but not limited to, acts of commission or omission, (collectively, the "Acts") by the Contractor or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the Contractor is in privity of oral or written contract (collectively, "Contractor Parties")
- 2) Liabilities arising, directly or indirectly, in connection with this Agreement, out of the Contractor's or Contractor Parties' Acts concerning its or their duties and obligations as set forth in this Agreement
- 3) Damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, that may arise out of such Claims and/or liabilities for bodily injury and/or property damage

20. FORCE MAJEURE

Neither party shall be responsible for delays or failures in its obligations herein due to any cause beyond its reasonable control. Such causes shall include, but not be limited to, strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war or the public enemy, unavailable raw materials, telecommunication or power failure, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

21. SOURCE CODE ESCROW

a) Contractor agrees to store their own intellectual property, at the expense of the Department, during the term of this Agreement at a third party site, as set forth in the pricing provided by the supplier, a copy of the most current source code, and any documentation and written instructions

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required to interpret said source code, for all Licensed Software Deliverables. Said third party site, source code, documentation and instructions will be affirmed to the Department in writing by Contractor within fourteen (14) days of a request of the Department. Contractor shall immediately arrange for the surrender of such source code, documentation and instructions to Department:

- 1) If Contractor becomes insolvent or commits any act of bankruptcy or makes a general assignment for the benefit of creditors;

OR

- 2) If Contractor or its successors or assignees discontinues support of the Deliverables for any reason.

b) Contractor shall arrange so that the Department shall have the right at any time to contact the so identified third party and shall also arrange so the Department's audit personnel shall have full and free access to examine any such source code, documentation and written instructions for the purposes of ascertaining the existence of the source code and related documentation and instructions and for the verification of the continued validity of the instructions from the Contractor to the third party to release the source code, documentation and instructions to the Department under the circumstances specified in this section.

c) In no event shall a Department use the source code, documentation and written instructions for purposes other than satisfying Department needs. Title to any source code released to the State in compliance with this Section 21. shall remain with Contractor and the State shall continue to treat the released materials as valuable and proprietary trade secret information of Contractor in accordance with the terms of this Agreement, which terms shall expressly survive the termination or expiration of this Agreement. The State agrees that any released source code shall be used solely for the business purposes of Department and shall not be disclosed to any third party pursuant to this Agreement.

22. REMEDIES AND LIQUIDATED DAMAGES

22.1. Understanding and Expectations

The Contractor agrees and understands that the Department or the State may pursue contractual remedies for both programmatic and financial noncompliance. The Department, at its discretion, may impose or pursue one or more remedies for each item of noncompliance and will determine sanctions on a case-by-case basis. The Department's pursuit or non-pursuit of a tailored administrative remedy shall not constitute a waiver of any other remedy that the Department may have at law or equity. The remedies described in this Section are directed to the Contractor's timely and responsive performance of the Deliverables.

22.2. Administrative Remedies

a) Contractor responsibility for improvement: The Department expects the Contractor's performance to continuously meet or exceed performance criteria over the term of this Agreement. Accordingly, Contractor shall be responsible for ensuring that performance for a particular activity or result that fails to meet the requirements of the Project Implementation Summary or this Agreement must improve within thirty (30) days of written notice from the Department regarding the deficiency.

b) Notification and interim response: If the Department identifies areas of Contractor performance that fail to meet performance expectations, standards, or schedules, but which, in the determination of

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the Department, do not result in a material delay in the implementation or operation of the System, the Department will notify Contractor of such deficiency or exception. Contractor shall within three (3) business days of receipt of written notice of such a non-material deficiency, provide the Department Project Manager a written response that

- 1) Explains the reasons for the deficiency, the Contractor's plan to address or cure the deficiency, and the date and time by which the deficiency will be cured, or
- 2) If Contractor disagrees with the Department's findings, its reasons for disagreeing with the Department's findings. Contractor's proposed cure of a non-material deficiency is subject to the approval of the Department. Contractor's repeated commission of non-material deficiencies or repeated failure to resolve any such deficiencies may be regarded by the Department as a material deficiency and entitle the Department to pursue any other remedy provided in this Agreement or any other appropriate remedy the Department may have at law or equity.

c) **Corrective Action Plan:** the Department may require the Contractor to submit to the Department a detailed written plan (the "Corrective Action Plan") to correct or resolve the deficiency. The Corrective Action Plan must provide a detailed explanation of the reasons for the cited deficiency, the Contractor's assessment or diagnosis of the cause, and a specific proposal to cure or resolve the deficiency. The Corrective Action Plan must be submitted within ten (10) business days following the request for the plan by the Department and is subject to approval by the Department, which approval shall not unreasonably be withheld. Notwithstanding the submission and acceptance of a Corrective Action Plan, Contractor remains responsible for achieving all oral and written performance criteria. The acceptance of a Corrective Action Plan under this Section shall not excuse prior substandard performance, relieve Contractor of its duty to comply with performance standards, or prohibit the Department from assessing additional remedies or pursuing other approaches to correct substandard performance.

d) **Additional remedies:** the Department at its own discretion may impose one or more of the following remedies for each item of noncompliance or sub-standard performance and will determine the scope and schedule of the remedy on a case-by-case basis. Both Parties agree that a state or federal statute, rule, regulation or guideline will prevail over the provisions of this Section unless the statute, rule, regulation, or guidelines can be read together with this Section to give effect to both.

- 1) **Corrective Action Plans**
- 2) Additional, more detailed, financial, programmatic and/or ad hoc reporting by the Contractor, at no cost to the Department, to address performance issues
- 3) Pass-through of a proportional share of federal disallowances and sanctions/penalties imposed on the State and resulting from the Contractor's performance or non-performance under this Agreement
- 4) Assess liquidated damages pursuant to Section 22.3., below, and deduct such damages against Contractor payments as set-off

The Department will formally notify the Contractor of the imposition of an administrative remedy in accordance with paragraph (b) of this Section. Contractor is required to file a written response to such notification in accordance with paragraph (b) of this Section.

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e) Review of administrative remedies: Contractor may request a review of the imposition of the foregoing remedies. Contractor must make the request for review in within ten (10) business days of receipt of written notification of the imposition of a remedy by the Department.

22.3. Liquidated Damages

The liquidated damages prescribed in this section are not intended to be in the nature of a penalty, but are intended to be reasonable estimates of the State's projected financial loss and damage resulting from the Contractor's nonperformance, including financial loss as a result of project delays. Accordingly, in the event Contractor fails to perform in accordance with this Agreement, the State may assess liquidated damages as provided in this Section.

a) Failure to Provide Deliverables: In the event the Contractor fails to provide Deliverables in accordance with the Project Implementation Summary, the State may assess a liquidated damage of \$1,000 each business day of such failure. Liquidated damages assessed pursuant to this paragraph shall not exceed five percent (5%) of all amounts then currently payable to Contractor, or \$5,000, whichever is greater

b) Failure to Return to Normal Operating Condition: In the event the System is not in normal operating condition for reasons other than those constituting Force Majeure, or the introduction of a software virus, and Contractor fails to return the System to normal operating condition, or activate interim manual operations as per the business and technical requirements, within four (4) hours following notification, the Department may assess a liquidated damage of \$1,000 per hour beyond the four (4) hours that the System is not in normal operating condition. If the inoperability of the System is caused by the introduction of a software virus, the damages specified in paragraph (c) of this section shall apply. Liquidated damages assessed pursuant to this paragraph shall not, for any given event where the System is not in normal operating condition, exceed 100% of all amounts then currently payable to Contractor, or \$60,000, whichever is greater

c) Introduction of Software Virus: In the event Contractor introduces any software virus into the System or any other Department or state or federal agency system, the Department may assess a liquidated damage of \$5,000 per incident. Should the software virus cause system downtime, failure to return the system to normal operating condition within four (4) hours will result in liquidated damages of \$5,000 per hour beyond the initial four hours. Should a software virus introduced by the Contractor cause any other State system downtime, this shall be considered a separate incident and liquidated damages will be assessed at a rate of \$5,000 per hour of downtime for each State system. Contractor shall additionally bear the cost of all claims, judgments, legal fees, and associated costs due to Contractor negligence, misconduct, security breach or any other cause hereunder that is directly attributable to the Contractor. Liquidated damages assessed pursuant to this paragraph shall not, for each event or incident, exceed 100% of all amounts then currently payable to Contractor, or \$300,000, whichever is greater

d) Contractor's Responsibility for Substandard Performance: The Contractor shall be responsible for ensuring that performance for a particular activity or result that falls below the Project Implementation Summary, or this Agreement, must improve within thirty (30) days of the first assessment of liquidated damages for that activity or result. In the event the Contractor's performance continues to be unacceptable following the assessment of a liquidated damage and implementation of a Corrective Action Plan, the Department may in its discretion impose a lump sum liquidated damage of \$10,000 for each month that the Contractor's performance fails to improve. This remedy shall be a

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separate remedy above and beyond any other remedies the Department may have at law or equity, including Termination.

e) Right to Terminate on Failure to Cure: If the Contractor fails to cure any noncompliance or nonperformance related to an assessment of liquidated damages, within five (5) POP days, the State may terminate this Agreement pursuant to the Termination sections, herein

f) Contractor responsibility for associated costs:

- 1) If the State terminates this Agreement pursuant to this Section, Contractor shall be responsible to the State for all costs incurred by the State that are reasonably attributable to the Contractor's non-compliance or substandard performance, including costs to replace the Contractor and procure related products and services
- 2) Contractor shall bear the cost of all claims, judgments, legal fees, and associated costs due to negligence, misconduct, security breach or any other cause that is directly attributable to the Contractor's performance under this Agreement

g) Cap on damages: Damages imposed pursuant to this Agreement shall not in the aggregate exceed 100% of the Total Project Cost of this Agreement

h) Method of Payment: The State may elect to assess a liquidated damage directly to the Contractor, or it may deduct amounts assessed as liquidated damages as set-off against payments then due to the Contractor or which become due at any time thereafter

23. TERMINATION OF AGREEMENT

This Section 23. TERMINATION OF AGREEMENT shall become effective upon approval of this Agreement and shall survive until successful completion of the Warranty Period. During the time this Section 23. remains in force, this Agreement shall be subject to termination according to the following and as otherwise provided in this Agreement:

a) Mutual Agreement

This Agreement may be terminated by mutual agreement, in writing, of the parties. The effective date of such termination and the responsibilities of the parties shall be set forth as a part of that Agreement.

b) Default by the Contractor

The State may, by written notice to Contractor, signed by the Project Administrator, terminate the Contractor's right to proceed under this Agreement if the Contractor:

- 1) Materially fails to perform the services within the time specified or any extension thereof; or
- 2) So fails to make progress as to materially endanger performance specified in this Agreement in accordance with its terms; or
- 3) Otherwise fails to perform any other material provisions of this Agreement; provided, however, that in such event the State, through the Project Administrator, shall give the Contractor at least thirty (30) days' prior written notice

Termination for default at the option of the State shall be effective thirty (30) days after receipt of such notice, unless the Contractor corrects said failure(s) within thirty (30) days after receipt by the Contractor of such written notice. In the event of such Agreement termination, the

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Contractor shall reimburse Department of all monies paid by Department to Contractor under this Agreement and Contractor shall be liable to compensate the Department for any additional costs reasonably incurred by the Department in obtaining such services; provided that the failure to perform under this Agreement which results in termination pursuant to this Subsection 22.b. arises out of cause or causes other than those described in Section 20. FORCE MAJEURE.

c) Termination by the Project Administrator

The Project Administrator, by sixty (60) days' prior written notice to the Contractor, may terminate performance of work under this Agreement, in whole or in part, when it is in the best interest of the Department to do so. In the event of such termination, the Contractor will be compensated by Department for work performed prior to such termination date and for all reasonable costs to which the Contractor has, out of necessity, obligated itself as a result of this Agreement.

24. TERMINATION OF PURCHASE ORDERS

In addition to as otherwise may be provided in this Agreement, the Department may terminate early and without penalty, and without default on the part of the Contractor, any license or associated service on any Attachment by releasing Contractor from further responsibility to provide the Deliverable, under the following conditions:

a) Termination in the Interest of Department

Upon thirty (30) days' prior written notice to Contractor, a Department may terminate any service and/or applicable Purchase Order(s), in whole or in part, when it is in the best interest of the Department to do so. In the event such termination pertains to associated service, the Contractor will be compensated for all work performed prior to and including such termination date.

b) Lack of Continued Funding

Upon ninety (90) days' written notice to Contractor, a Department may terminate any Deliverable license or associated service as of the first day of the period for which sufficient funds to meet its obligations under this Agreement are not appropriated or allocated. The Department shall pay any Deliverable charges due prior to the non-funded period. If the necessary funding becomes available within ninety (90) days of such termination, Department and Contractor agree to resume said license or associated service, upon such funding becoming available, under the terms applicable to such license or associated service just prior to termination, unless such resumption is mutually declined.

Upon the termination of any such Deliverable license, the license and all other rights granted hereunder to the Department shall immediately cease, and said Department shall immediately upon receipt of written request from Contractor:

a) Return the Deliverable to Contractor; and

b) Purge all copies of the Deliverable or any portion thereof from all PU's and from any computer storage medium or device on which the Department has placed Deliverable.

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25. GENERAL PROVISIONS

a) Section headings and document titles used in this Agreement are included for convenience only and shall not be used in any substantive interpretation of this Agreement.

b) If any term or condition of this Agreement is decided by a proper authority to be invalid, the remaining provisions of the Agreement shall be unimpaired and the invalid provision shall be replaced by a provision which, being valid, comes closest to the intention underlying the invalid provision.

c) The terms of all Deliverable(s), maintenance service rates/pricing, and associated offerings in this Agreement are equivalent to or better than those for comparable Contractor offerings to any other state or local government customer under like terms and conditions. If during the life of this Agreement Contractor provides more favorable terms for said offerings to another such customer, this Agreement shall thereupon be deemed amended to provide same to the State.

d) The failure at any time by either party to this Agreement to require performance by the other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The waiver by either party of a breach of any such provision shall not constitute a waiver of the provision itself, unless such a waiver is expressed in writing and signed by a duly authorized representative of the waiving party.

e) In any case where the consent or approval of either party is required to be obtained under this Agreement, such consent or approval shall not be unreasonably withheld or delayed. No such consent or approval shall be valid unless in writing and signed by a duly authorized representative of that party. Such consent or approval shall apply only to the given instance, and shall not be deemed to be a consent to, or approval of, any subsequent like act or inaction by either party.

f) This Agreement shall be deemed to have been made in the State of Connecticut and shall be governed in all respects by the laws of said State without giving effects to its conflicts of laws provisions.

g) The Department agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within any Deliverable.

h) Except as may be otherwise provided for in this Agreement, the Department shall not assign, mortgage, alter, relocate or give up possession of any lease Deliverable or Licensed Software Deliverable without the prior written consent of Contractor.

i) If the Department desires to obtain a version of the Licensed Software Deliverable that operates under an operating system not specified in the Attachment, Contractor shall provide said Department with the appropriate version of the Deliverable, if available, on a 60-day trial basis without additional charge, provided a Department has paid all applicable maintenance and support charges then due. At the end of the 60-day trial period, a Department must elect one of the following three options:

- 1) Department may retain and continue to use the old version of the Deliverable and return the new version to Contractor and continue to pay the applicable license fee and maintenance and support charge for the old version;

OR

- 2) Department may retain and use the new version of the Deliverable and return the old version to Contractor, provided that any difference in the applicable license fee and maintenance

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and support charge for the new version and such fee and charge for the old version is paid or refunded to the appropriate party;

OR

- 3) Department may retain and use both versions of the Deliverable, provided Department pays Contractor the applicable license fees and maintenance and support charges for both versions of the Deliverable.

j) Contractor covenants and agrees that it will not, without prior written consent from the State, make any reference to the Department or the State in any of Contractor's advertising or news releases.

k) Any Deliverable developed under this Agreement shall be the sole property of the State and the State shall have sole proprietary rights thereto. Contractor acknowledges and agrees that any program, process, equipment, proprietary know-how or other proprietary information or technology (and all associated documentation) that is produced or is the result of Contractor's performance of any work under this Agreement shall be owned solely by the State upon creation and Contractor shall have no rights in such property and Contractor agrees to execute any and all documents or to take any actions which may be necessary to fully effectuate the terms and conditions of this Section.

l) Notwithstanding the foregoing, the State grants Contractor rights to use, sell, distribute and incorporate within Contractor's Deliverable base any and all programs, processes, proprietary know-how and other proprietary information or technology (and all associated documentation) that Contractor produces or that is the direct result of Contractor's performance of any work under this Agreement. Such rights will result in a royalty payment to the State in the amount of 40% of charges attributable to the sale of such portion of programs, processes, proprietary know-how and other proprietary information or technology (and all associated documentation) excepting therefrom any sale between Contractor and any Local, State, Federal Government, including agency or political subdivision thereof to which no charge will apply. This royalty payment will cease on the five-year anniversary date of this Agreement. Contractor will submit to the State an annual report itemizing such charges, if any, and accompanying the report with a check made payable to "Treasurer State of Connecticut" in the amount of the royalty fees due the State. Such report will be sent to the notice address in Section 28. COMMUNICATIONS of this Agreement.

m) Any forthcoming transactions against this Agreement shall be in accordance with applicable Connecticut statutes, if any, pertaining to the Department of Information Technology.

n) The following items are hereby incorporated into this Agreement by reference:

- 1) The RFP No. **06ITZ0047** issued on **April 10, 2006**.
- 2) Contractor Conference Questions and Answers dated _____.
- 3) Contractor's Proposal in response to the State's RFP.

o) Neither Department nor Contractor shall employ an employee of the other party to this agreement for a period of one year after separation of that employee from the payroll of the other party or from the termination or expiration of this contract, whichever is later.

p) The Department, DOIT, the U.S. Attorney General, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor, which

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are directly pertinent to the work to be performed under this contract, for the purpose of making audits, examinations, excerpts and transcriptions.

q) Time is of the essence: In consideration of the time limits for compliance with State law and Department procedures, time is of the essence on the performance of the Services under this Agreement

26. ORDER OF PRECEDENCE

In the event of conflict of terms and conditions between or among the RFP, the Contractor proposal and this Agreement, the order of precedence is:

- 1) This Agreement
- 2) Any Clarification to the Proposal
- 3) The RFP, and any amendments thereto.
- 4) The Contractor's Proposal in response to the State's RFP

27. COMMUNICATIONS

Unless notified otherwise by the other party in writing, correspondence, notices, and coordination between the parties to this Agreement as to general business matters or the terms and conditions herein should be directed to:

State: Connecticut Department of Information Technology
Contracts & Purchasing Division
101 East River Drive
East Hartford, CT 06108

Contractor: As stated in page one of this Agreement.

Details regarding Contractor invoices and all technical or day-to-day administrative matters pertaining to any Deliverable should be directed to:

Department: The individual specified in the applicable Purchase Order

Contractor: The individual designated by Contractor in the Proposal or other response to the RFP issued by the State.

Notices sent by United States mail with postage prepaid shall become effective when mailed.

28. NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS

This section is inserted in this contract in connection with Subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised.

a) For the purposes of this section:

- 1) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons:
 - a. Who are active in the daily affairs of the enterprise
 - b. Who have the power to direct the management and policies of the enterprise

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- c. Who are members of a minority, as such term is defined in Subsection (a) of Conn. Gen. Stat. Section 32-9n; and "good faith" means the degree of diligence that a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements
 - 2) "Commission" means the commission on human rights and opportunities
 - 3) "Public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees
- b) The Contractor agrees and warrants that in the performance of the contract:
- 1) Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by Contractor that such disability prevents performance of the work involved.
 - 2) In all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission.
 - 3) To provide each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding and each Contractor with which Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 4) To comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e and 46a-68f.
 - 5) To provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public

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works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

c) Determination of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

e) The Contractor shall include the provisions of Subsection b of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, Contractor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Section 46a-56; provided, if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

f) The Contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

29. NONDISCRIMINATION PROVISIONS REGARDING SEXUAL ORIENTATION

This section is inserted in this contract in connection with Subsection (a) Section 4a-60a of the General Statutes of Connecticut, as revised.

a) The Contractor agrees and warrants that in the performance of the contract:

- 1) Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation
- 2) To provide each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding and each Contractor with which Contractor has a contract or understanding, a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment
- 3) To comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the general statutes
- 4) To provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts,

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concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and section 46a-56 of the general statutes.

b) The Contractor shall include the provisions of Subsection a of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, Contractor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56 of the general statutes; provided, if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction by the commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

c) The Contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

30. EXECUTIVE ORDERS

This Agreement is subject to the provisions of Executive Order No. 7B of Governor M. Jodi Rell, promulgated November 16, 2005, concerning contracting reforms, Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this agreement as if they had been fully set forth in it. At the Contractor's request, DOIT shall provide a copy of these orders to the Contractor.

31. REPORTS TO THE AUDITORS OF PUBLIC ACCOUNTS

This contract is subject to the provisions of §4-61dd Connecticut General Statutes. In accordance with this section any person having knowledge of any matter involving corruption, violation of state or federal laws or regulations, gross waste of funds, abuse of authority or danger to the public safety occurring in any large state contract, may transmit all facts and information in his possession concerning such matter to the Auditors of Public Accounts. In accordance with subsection (e) if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of this section, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi- public agency may request the Attorney General to bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) Contractor shall post a notice of the provisions of this section in a conspicuous place that is readily available for viewing by the employees of the Contractor.

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32. DEPARTMENT OF INFORMATION TECHNOLOGY STATUTES

Contractor agrees to be bound by all applicable statutes pertaining to the Department of Information Technology, including but not limited to C.G.S. Sections 4d-1 et.seq.

33. GENERAL STATUTES, SECTION 1-218

This contract is subject to the provisions of the Connecticut general statutes § 1-218. Each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the general statutes.

34. GENERAL STATUTES SECTION 4d-31. Contracts, subcontracts, amendments to include State Comptroller's specifications.

Each contract, subcontract or amendment to a contract or subcontract shall include any specifications established by the State Comptroller to ensure that all policies, procedures, processes and control systems, including hardware, software and protocols, which are established or provided by the contractor or subcontractor, shall be compatible with and support the state's core financial systems, including but not limited to, accounting, payroll, time and attendance, and retirement systems.

35. GENERAL STATUTES SECTION 4d-32. Subcontract awards.

(a) No contractor shall award a subcontract for work under a contract or for work under an amendment to a contract without the approval of the Chief Information Officer or his designee of (1) the selection of the subcontractor and (2) the provisions of the subcontract.

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(b) Each such contractor shall file a copy of each executed subcontract or amendment to the subcontract with the Chief Information Officer, who shall maintain the subcontract or amendment as a public record, as defined in section 1-200.

36. GENERAL STATUTES SECTION 4d-40. General Assembly access to state agency records under contracts, subcontracts and amendments thereto.

The Parties agree that pursuant to C.G.S. Sec 4d-40 the Joint Committee on Legislative Management and each nonpartisan office of the General Assembly shall continue to have access to state agency records that is not less than the access that said committee and such offices have on July 1, 1997.

37. GENERAL STATUTES SECTION 4d-44

This contract is subject to the provisions of Connecticut General Statutes § 4d-44 – Continuity of systems in event of expiration or termination of contract, amendment or subcontract or default of contractor or subcontractor. Contractor agrees to ensure continuity of the System and related services, in the event that work under this contract is transferred back to the State or transferred to a different contractor, upon the expiration or termination of the contract, subcontract or amendment or upon the default of the Contractor or subcontractor. Contractor provisions shall include, but not be limited to, (1) procedures for the orderly transfer to the State of (A) such facilities and equipment, (B) all software created or modified pursuant to the contract, subcontract or amendment, and (C) all public records, as defined in section 4d-33, which Contractor or subcontractor possesses or creates pursuant to such contract, subcontract or amendment, and (2) procedures for granting former State employees who were hired by Contractor or subcontractor the opportunity for reemployment with the State.

The parties agree to enter into an amendment to this contract as soon as practicable to set out the express terms to comply with the provisions of C.G.S. §4d-44.

38. TANGIBLE PERSONAL PROPERTY PROVISION

For the entire term of the Agreement and any and all of its extensions, the Contractor, on its own behalf and on behalf of all of its Affiliates, shall comply fully with the provisions of Conn. Gen. Stat. §12-411b, including, but not limited to, the following:

- (1) The Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, on behalf of its customers any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
- (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
- (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers no later than the last day of the month of the calendar quarter that follows the effective date of this Agreement or the last day of the tax collection period during which the tax was collected, whichever is later.

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Notwithstanding the previous sentence, if the Agreement provides for an earlier date, then that earlier date shall control;

(4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and

(5) If the Contractor or its Affiliates fail to remit use taxes collected on behalf of their customers by the date required above, then they shall be subject to the interest and penalties provided for persons required to collect sales tax under Chapter 219 of the Connecticut General Statutes.

For purposes of this section of the Agreement, the word “Affiliate” means any person, as defined in Conn. Gen. Stat. §12-1, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word “voting security” means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. “Voting security” includes a general partnership interest.

The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State’s contracting authority, such information as the State may require to ensure, in the State’s sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

39. ETHICS LAW SUMMARY FOR LARGE CONSTRUCTION OR PROCUREMENT CONTRACTS

(a) A state agency or institution or quasi-public agency that is seeking a contractor for a large state construction or procurement contract shall provide the summary state ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the general statutes to any person seeking a large state construction or procurement contract.

Such person shall promptly affirm to the agency or institution, in writing, (1) receipt of such summary, and (2) that key employees of such person have read and understand the summary and agree to comply with the provisions of state ethics law.

No state agency or institution or quasi-public agency shall accept a bid for a large state construction or procurement contract without such affirmation.

(b) Each large state construction or procurement contractor shall provide the summary of state ethics laws described in subsection (a) of this section to all subcontractors and consultants and obtain an affirmation from each subcontractor and consultant that such subcontractor and consultant has received such summary and key employees of such subcontractor and consultant have read and understand the summary and agree to comply with its provisions.

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The contractor shall provide such affirmation to the state agency.

Failure to submit such affirmations in a timely manner shall be cause for termination of the large state construction or procurement contract.

(c) Each contract with a contractor, subcontractor or consultant described in subsection (a) or (b) of this section shall incorporate such summary by reference as a part of the contract terms.

(d) Each subcontractor shall file a copy of each executed subcontract or amendment to the subcontract with the Chief Information Officer, who shall maintain the subcontract or amendment as a public record as defined in section 1-200.

40. WORKERS' COMPENSATION

Contractor agrees to carry sufficient workers' compensation and liability insurance in a company, or companies, licensed to do business in Connecticut, and furnish certificates if required.

41. ENTIRETY OF AGREEMENT

This Agreement includes the SIGNATURE PAGE OF AGREEMENT. To the extent the provisions of the previously mentioned Deliverable Pricing Schedule, the Project Implementation Summary, the Project Implementation Schedule and any aforementioned Attachment do not contradict the provisions of Sections 1 through 37 of this Agreement, said documents are incorporated herein by reference and made a part hereof as though fully set forth herein. This Agreement, as thus constituted, contains the complete and exclusive statement of the terms and conditions agreed to by the parties hereto and shall not be altered, amended, or modified except in writing executed by an authorized representative of each party.

42. SIGNATURE PAGE OF AGREEMENT

This Agreement is entered into by authority of Sections 4d-2, 4d-5 and 4d-8 of the General Statutes.

FOR: _____

FOR: STATE OF CONNECTICUT

BY: _____

BY: _____

NAME: _____

Diane S. Wallace

TITLE: _____

Chief Information Officer

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Department of Information Technology
duly authorized

DATE: _____

DATE: _____

APPROVED AS TO FORM:

Attorney General of the State of Connecticut

DATE _____

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Attachment 6 – Business and Technical Requirements

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1. INTRODUCTION

The Department Of Emergency Management And Homeland Security has been reliant upon a several means of communicating with the public in times of emergency or disaster such as the emergency alerting system. In addition the municipalities and regional planning and response agencies throughout the state have the same need to notify the public via telephones rapidly in the case of a disaster or emergency. It is the intention of this system to provide for this type of rapid communication.

1.2 MANAGED EMERGENCY TELEPHONE NOTIFICATION SYSTEM GOALS AND REQUIREMENTS

1.2.1. INITIATING MESSAGES

The following Requirements are considered part of the Core application.

Requirements for Initiating Messages		
IM.01	Make simultaneous outgoing calls with a message tailored to the specific emergency and targeting one or more predefined or specifically selected groups. It must be capable of initiating at least 3,000 notifications of 30 sec message length at an average rate of 3,000 calls/minute (maximum of 30 sec overhead to place each call). Each attempted call should be for at least six rings. Calls for persons with special needs as defined in the data base should ring at a quantity determined by the configuration not as a set amount	Mandatory
IM.02	The system must utilize a web interface that can be used to initiate broadcasts and to change broadcast settings, upload lists, and immediately view status of ongoing broadcasts	Mandatory
IM.03	There must be multiple ways to initiate a message. The message initiator should be able to contact the notification service through the Internet or through a toll-free telephone number to a 24/7 operations center maintained by the vendor. It must be possible to immediately speak with an operator who can follow instructions to initiate the alert. It must also be possible to initiate an alert from multiple locations using only a PC, laptop, touchtone telephone, or text-messaging device. The system must provide for controlled message initiation if desired by a region, town, or town agency. This management feature shall include whether a secondary or tiered review of the message and the scope of the broadcast is required and to what level. All users shall be required to have a user name and password and a role description defining their scope of authority, jurisdiction, and limits	Mandatory
IM.04	1. There must be multiple ways to record and reformat messages. The message initiator should be able to dictate a message to an operator, record a voice message by telephone or Internet, or type a text message using the Internet or a telephone text-messaging device. Live operators or system software should be able to convert text messages to highly	Mandatory

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Requirements for Initiating Messages		
	<p>intelligible speech and vice versa. The system must have the ability to directly transmit a spoken message. The application software must include a series of web based templates for emergency messages which user communities can tailor to their needs and requirements and which can be used and modified to initiate voice or text messages. Generic messages with date and time variables must be capable of being pre recorded in the languages listed below and available for forwarding for broadcasting.</p> <ol style="list-style-type: none"> Audit trails of all text messages must be maintained and archived. All messages provided to live operators must be recorded and immediately available for playback. The system must provide a means of confirming that the message proposed for broadcast has been read aloud to the initiating requestor or as may be required, by an authorized third party prior to broadcast. The first broadcast message, via telephone or e-mail, shall always be to the initiating agency. 	
IM.05	It must be possible to send messages in foreign languages frequently spoken within the service area. The vendor will describe the method employed for providing rapid language translation and identifying households in need of such translation services. The system should support the top 15-second languages in Connecticut as described by the Census Bureau.	Mandatory
IM.06	The system must be able to accept alert messages from multiple initiators. Disaster coordinators and administrators should be able to delegate different levels of authority to others to create messages and launch alerts. The system should highlight, prior to broadcast, any jurisdiction or part of a jurisdiction within a predefined distance including cross jurisdictional location in which a prior message has been sent in a predefined period. These distances and predefined periods shall be variable by message type.	Mandatory

1.2.2 DELIVERING MESSAGES

The following Requirements are considered part of the Core application.

Requirements for Delivering Messages		
DM.01	The notification system must be hardware agnostic. It must encompass all telephony device protocols, e.g., send notification to devices including wired home phone, business direct line, business line with extension, Fax, cellular/digital phone, SMS (short messaging service), answering machines, alphanumeric and voice pagers, and any secure device that requires PIN access. It should also be capable of rapidly delivering messages to text devices such	Mandatory

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Requirements for Delivering Messages		
	as PDA, Blackberry, text pagers, and e-mail	
DM.02	The system must be able to make unlimited attempts to contact each person on the list, until there is confirmation of receipt or until the alert is terminated by one of several means listed below in Terminating Messages	Mandatory
DM.03	It must be possible for the user to change/update the message during an active call-out. The user must be able to pause or cancel an existing broadcast, change the message, and then continue with the remaining call group, re-send to the group already notified, or re-send to the entire group.	Mandatory
DM.04	The system must be able to automatically build a retry list from failed attempts.	Mandatory
DM.05	The system must be able to send different messages to different devices as part of a single call out activation. For example; telephones and cell phones get one message (recipient may have to supply PIN (optional) or make touchtone responses to questions), answering machines, e-mail, Faxes get another (where the message is recorded without requiring a recipient to validate his identity), and an abbreviated message (suitable for text-messaging devices).	Mandatory
DM.06	It should be possible to send different messages to different call lists as part of a single call out activation.	Mandatory
DM.07	Users must be able to automatically start scenarios based on day of month or time of day, where scheduled call-outs can be classified as a recurring activity (e.g., monthly system tests, bi-weekly community event postings). These auto initiated broadcasts shall be configurable to report to a designated point in the region, sub region, town, or town agency no later than 30 minutes prior to activation. This designated point may cancel the activation, postpone it by entering a different date and time, or allow it to proceed without additional user intervention. Auto start broadcasts must be configurable so as to indicate a specific time period of notice prior to activation and whether a final authorization is required.	Mandatory
DM.08	The system must have the capability to transmit pre-recorded messages or on-the-fly messages of any length between five seconds and three minutes.	Mandatory
DM.09	The system must be able to transmit to any IP based device including e-mail and instant message screen names	Mandatory
DM.10	The system must be capable of constructing a single message from multiple message parts. For example, a trailer message might be added to messages sent to a certain class of users telling them to respond to an emergency while others might simply be told to standby. The original part of the message would apply to all parties	Mandatory

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1.2.3: TERMINATING MESSAGES

The following Requirements are considered part of the Core application.

Requirements for Terminating Messages		
TM.01	<p>1. The user must have the ability to control how call-outs will be terminated, for example (but not limited to):</p> <ul style="list-style-type: none"> a. all parties defined for notification have been reached, b. the pre-determined time period runs out, c. a selected number of unsuccessful attempts to reach a recipient has been reached, d. a pre-determined number of parties from a larger list have been notified, e. pre-determined positions have been filled by first, second, and third choice of personnel, f. the callout is stopped manually. 	Mandatory

1.2.4: SELECTING THE RIGHT PEOPLE TO NOTIFY

The following Requirements are considered part of the Core application.

Requirements for Selecting the Right People to Notify		
RN.01	Messages should be deliverable anywhere, including in foreign countries	Desirable
RN.02	Should the proposed system be used for applications other than emergency, the system must be able to automatically remove (or ignore) local, state and national "do not call" entries and duplicate records from call lists	Mandatory
RN.03	Simple "and /or" logic should exist to allow linking different data fields of a recipient's record to narrow a search. For example, suppose there is a call list for a particular school and recorded on each record in separate data fields is whether the call recipient is 1) a parent, 2) the present grade level of his/her attending child, and 3) whether he/she is normally at home or at work during the day. Using the "and" command, a call initiator could contact all parents of sixth-graders who are at home during the day to come immediately to pick up their child	Desirable
RN.04	Selecting call recipients within a graphically defined geographic area must be possible. A Geographic Information System (GIS) must be provided {as an option or} [and] it must be possible to interface with a user GIS system. Blanket geographical notifications should make use not only of telephone listings but also of any other contact information for the residents of the affected area. Geographic and contact-list data should be cross-referenced. (See section below for further GIS requirements.)	Mandatory

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1.2.5: MAINTAINING ACCURATE CONTACT LISTS

The following Requirements are considered part of the Core application.

Requirements for Maintaining Accurate Contact Lists		
CL.01	Relational Database Management System must utilize Microsoft Windows 2000 SQL Server or Oracle as the database management system	Mandatory
CL.02	The database must be stored and accessible locally and remotely, backed-up in real time, and archived a minimum of every 24 hours to ensure the ability of prompt and complete restoration by the user,	Mandatory
CL.03	The database must be capable of allowing the Agency's administrator to add or delete contact numbers from the main database or any database built by users at any time and provide an audit trail and audit trail search facility to inspect changes and deletions.	Mandatory
CL.04	The database must be stored and accessible locally and remotely, backed-up in real time, and archived a minimum of every 24 hours to ensure the ability of prompt and complete restoration by the user,	Mandatory
CL.05	The database must be able to store multiple contact numbers per person, who can then be notified via home phone, work phone, cellular and pager simultaneously or in a predetermined sequence. It should allow a different calling order depending on the time of day (location schedule). For example, member 1 might designate a work phone to be called first between 0700 and 1800 hr but a home phone to be called first between 1800 and 2400 hr; member 2 might designate a cell phone first between 0700-0800 hr, then a home phone first between 0800-1200 hr, and finally, a work phone first between 1200-1800 hr. It should then be possible to post a notification via any one specific device, or by the location schedule, or by an immediate broadcast to all devices simultaneously in order to find the recipient.	Mandatory
CL.06	The system must be able to import and export databases and to keep them separate or to merge them. The administrator should have the ability to control access to each database or to subsets of data within a database.	Mandatory
CL.07	The system must be capable of storing an unlimited number of call recipients and capable of storing data for each recipient in unlimited number of call groups or lists. It must be possible to update or change recipient information and have that change reflected in repeated records for every call group where the recipient is listed.	Mandatory
CL.08	Layers and types of security must be provided for all user functions (i.e., one user may be allowed to perform all functions while others may be limited to performing restricted functions such as roster updates.)	Mandatory
CL.09	Optional-List members shall be able to update their own contact information through a user-friendly Internet interface or by telephone. They should be able to prioritize their calling by device	Mandatory

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Requirements for Maintaining Accurate Contact Lists		
	and time of day using a location schedule.	

1.2.6: RESPONSE TO MESSAGES

The following Requirements are considered part of the Core application.

Requirements for Response to Messages		
RM.01	The system must be able to receive a response such as a touch-tone signal to confirm that a message has been delivered successfully. There must be an optional feature so that a call recipient can be addressed by name using text-to-speech (TTS) capabilities and a PIN or authorization requested from the recipient before delivering the message	Mandatory
RM.02	The system must be able to receive multiple responses such as touch-tone signals to answer questions posed by the original message. Should allow recipients to select from any number of pre-defined response choices, including but not limited to allowing the recipient to: <ul style="list-style-type: none"> a. request that the message be repeated, b. initiate a new notification upon selection of that response (optional), c. escalate the event upon selection of that response (optional), d. select a response that will automatically connect to a specific phone number (bridge transfer), e. instantly join a live conference call (optional), f. estimate his/her approximate time to response, g. transfer the notification to another person if the recipient is unable to respond (optional). 	Desirable
RM.03	Real-time reports of all message delivery attempts, confirmations, and polling results must be easily available by Internet and fax. Both summary and detail reports are necessary	Mandatory
RM.04	Summary reports should be available following a completed alert that have sufficient detail to allow recreating every important aspect of the alert, e.g., a record of the message sent, recording of the communication with a live operator, date and times when the message was received and launched, the individual who launched the alert, status of the number of messages successfully delivered as the alert progressed, etc.	Desirable

1.2.7: ACCESS AND SECURITY AND AUDITING SERVICES

The following requirements pertain to the proposed solution's access, security and auditing services. Because this related data is sensitive in nature and governed by federal and state legislation and/or statute protection of information and data is of paramount importance.

The following Requirements are considered part of the Core application.

Requirements for Access Security and Auditing		
SS.01	Only authorized users should be able to access the system. Data must be properly secured by using appropriate security software and developing and implementing adequate security procedures. Must allow audit of these security procedures by appropriate State of Connecticut agencies	Mandatory
SS.02	<p>The solution shall be capable of tracking all types of application activity and transactions and maintains, at a minimum, a historical record of audit information, to include, but not limited to:</p> <ul style="list-style-type: none"> ◆ User ID, ◆ Transaction Type, ◆ Timestamp, <p>This requirement includes the ability to audit select application activity, regardless of whether or not such an activity results in a database transaction.</p>	Mandatory
SS.03	The solution will ensure that sensitive information can be appropriately protected and is transactionally secure.	Mandatory
SS.04	The solution will provide an audit trail reporting interface that permits the State to query transaction activity using both standard reports and ad-hoc analysis.	Mandatory
SS.05	The level of transaction auditing can be controlled by the Systems Administrator.	Mandatory
SS.06	The proposed system must not disrupt existing security systems already in place, and must operate at a minimum of the 128-key encrypted NSA (National Security Agency) standards.	Mandatory
SS.07	The solution shall provide for the capability to permit the system administrator to suspend logon access to the system, either individually, by role or for the entire application, when such a need arises	Mandatory
SS.08	The solution must provide a mechanism for role or group based authorization, which shall be logically separated and independent of its mechanism for authentication.	Mandatory
SS.09	Selectable access and security must be provided for the Agency's administrator to control all user functions (i.e., one user may be allowed to perform all functions; while others may be limited to performing restricted functions such as access only to update call lists, or only to view notifications in progress but unable to modify or end an alert).	Mandatory
SS.10	Passwords must be available for system access beginning at the time	Mandatory

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Requirements for Access Security and Auditing		
	of installation and training. Passwords must be managed or changed by the agency's administrator or other authorized person(s). Passwords issued by an administrator shall not access the data base but will only allow the user to change their password from the issued one. The security software shall employ a password aging and change management facility.	

1.2.8: GIS MAPPING REQUIREMENTS

The following Requirements are considered part of the Core application.

Requirements for GIS Mapping Requirements		
GS.01	The centerline map shall be provided by the State of Connecticut Office of Statewide Emergency Telecommunications and shall be identical to the maps provided for 9-1-1 telephone service. Subsequent layers shall be compatible with ESRI software.	Mandatory
GS.02	System must operate on, or be compatible without modification, with ArcGIS, Intergraph or other GIS platform standards identified by the State of Connecticut. Open source/open architecture systems are preferred	Mandatory
GS.03	User must have option of adding, storing, and displaying as many layers of data desired; point and click tools must be included for managing or expanding additional map layers from network connections, CDs, FTP, or other media or methodology	Mandatory
GS.04	System must have the ability to geocode data to properly position addresses and telephone numbers in relation to map points	Mandatory
GS.05	System must allow user to easily zoom in or out of mapping information, locate a point, and draw using a radius, square, polygon or random shape	Mandatory
GS.06	System should have the ability to pan in any direction to quickly re-center the mapping data	Mandatory
GS.07	System should immediately generate the appropriate call lists based on the area selected or highlighted, and have those addresses and corresponding phone numbers available immediately in real time for calling	Mandatory
GS.08	System should incorporate a distance tool that auto-calculates the distance between 2 or more map points. The application must allow a user to establish a notification area based on the input of a lineal distance (i.e. 2500 feet, one mile, 100 yards) from a specific point or street address	Mandatory
GS.09	System should allow search of GIS data, based on a variety of criteria including last name, street address, property owner, business name, parcel identification number or other.	Mandatory
GS.10	GIS solution by vendor should be accessible by any authorized user, from any participating agency, from any PC or laptop or mobile or home or other location, without 'seat license' charges or other restrictive access or authorization required	Mandatory
GS.11	System must be capable of accommodating and integrating any form of the customer's mapping data, shape files, or other layers or	Mandatory

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Requirements for GIS Mapping Requirements		
	graphic data.	
GS.12	Any data or map layers created by the vendor to support the system must be calibrated with the current street center line files as provided by the State of Connecticut and be in State Plane/NAD 27 or NAD 83 coordinate compliant.	Mandatory

1.3 DOIT STANDARDS FOR ENTERPRISE APPLICATIONS

The Chief Information Officer for the State of Connecticut and the Department of Information Technology (DoIT) has established certain policies, standards and guiding principles regarding the design and development of enterprise applications as well guidance regarding the purchase of specific software products. These requirements and associated standards help formulate a strategic and cost-effective direction of the State of Connecticut on the statewide use of technology in all mission critical and important business applications and systems by state agencies.

The DoIT enterprise architecture process model defines an iterative process for the development of enterprise architectures that continues to evolve on a planned basis. This guidance consists of articulating The Enterprise Architecture Process¹ as well as a Common Requirements Vision² and Conceptual Architecture Principles³. For the purposes of this RFP, vendors are expected to familiarize themselves with the appropriate DoIT standards and principles, which are located on the department's public web site, located at www.ct.gov/doit, under "State IT Policies."

In addition, DoIT also provides guidance on various domain models⁴, covering important statewide technical topics such as:

- ◆ Application Development Domain Technical Architecture,
- ◆ Collaboration – Directory Services Domain Technical Architecture,
- ◆ Data Management and Data Warehouse Domain Technical Architecture,
- ◆ Enterprise Systems Management Domain Technical Architecture,
- ◆ Middleware Domain Technical Architecture,
- ◆ Network Domain Technical Architecture,
- ◆ Platform Domain Technical Architecture,
- ◆ Security Domain Technical Architecture,
- ◆ eGovernment Domain Technical Architecture and
- ◆ Web Application Usability Standards.

¹ Please refer to: <http://www.ct.gov/doit/cwp/view.asp?a=1245&q=253980>

² Please refer to: <http://www.ct.gov/doit/lib/doit/downloads/commreq.pdf>

³ Please refer to: <http://www.ct.gov/doit/lib/doit/downloads/conarch.pdf>

⁴ Please refer to: <http://www.ct.gov/doit/cwp/view.asp?a=1245&q=253968>

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1.3.1: OTHER NOTIFICATION SYSTEM REQUIREMENT

The following requirements are categorized and general in nature and therefore are not included as requirements in other areas.

The following Requirements are considered part of the Core application.

Other Notification System Requirements		
GN.01	The system must have a minimum of two completely different, separate networks at widely separated physical locations for calling available to the Agency at all times. Both must be fully stand-alone, and provide true calling redundancy, and must have the capability to access a minimum of three (3) separate geographic physical alternate call server locations, with onsite redundancy per each system	Desirable
GN.02	The system should use redundant electrical power sources, communications carriers, and Internet service providers to minimize the chance that it will be put out of commission.	Mandatory
GN.03	The system must have adequate line capacity. There should be a sufficient number of lines, capable of delivering thousands of messages in just a few minutes.	Mandatory
GN.04	Telephone lines must be dedicated to the system, and not shared with other users who will be in contention for them	Mandatory
GN.05	All proposed system access (or remote or installed software) must be compatible with existing onsite PC equipment without any modification or reconfiguration and must be fully accessible using a Windows 2000 or later standard	Mandatory
GN.06	The system must support digital (numeric), text (alpha) and satellite pagers with no pager system software required to be loaded on the system	Mandatory
GN.07	The proposed system must connect user directly to DS3, OC3 or larger enterprise dialing servers, without the need for individual phone line lease or purchase by this agency, specialized hardware, or access to or through any premium charge connection or service, allowing all voice calls delivered to be the same cost regardless of call volume. There should be a similar "fixed rate" for all text or image or messaging services or transmission	Mandatory
GN.08	The proposed system must allow for each town and its separate agencies or entities to open unlimited sub-accounts with their own secure password and identification, and allow such sub-account users to be billed directly and separately for their use of system for any telephone charges, GIS access, set-up fees, training or related services.	Mandatory
GN.09	The proposed software must be quoted and be supported as a standard existing and working product from the Vendor, not as custom programming.	Mandatory
GN.10	The system should be easy to use and should not require extensive training	Mandatory
GN.11	Ability to accept inbound calls from message recipients with	Desirable

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	questions or the need for updates on the emergency.	
GN.12	The ability to start the recorded message without delay the moment the telephone receiver is picked up without waiting for the recipient to speak	Mandatory
GN.13	Members of a selected group are always notified whenever an alert is launched	Mandatory
GN.14	The system must currently incorporate an Application Protocol Interface (API) allowing for automated launch of small or large group notifications by any software application used in the field and available or managed by the Agency. Examples include, but are not limited to, flood gauges, intrusion detectors, air quality monitors, prison monitoring systems, fire and water detection systems, medical sensors or devices.	Mandatory
Customer Support Requirements		
CS.01	The system must support initial system setup and testing	Mandatory
CS.02	Vendor must contact local telephone companies and establish the maximum number of incoming calls that can be accepted without overloading central office switching capabilities. Must demonstrate by testing the capability to deliver the maximum number of calls that can be handled by local telephone central office(s).	Mandatory
CS.03	The vendor must provide operator training, explain how that will be accomplished.	Mandatory
CS.04	The vendor must provide assistance with creation of the initial caller data base. The vendor must be able to provide an initial data base at an explicitly quoted cost	Mandatory
CS.05	Provide range of options for maintaining the caller data base	Mandatory
CS.06	Provide 24/7 technical support.	Mandatory
CS.07	Provide periodic upgrades to the software at little or no cost. All software supplied must be compatible with existing onsite PC equipment and operating systems. It must employ open architecture and open source code	Mandatory
Emerging Technologies		
ET.01	The ability to contact wireless telephones within a selected radius or jurisdiction is expected to be available within 18 months from the wireless carriers. Each vendor must describe how their application software will advantage this capability and whether their current architecture can support such a facility at little or no additional cost as the service becomes available	Desirable
ET.02	If a broadcast notification to cellular telephones has been completed based on location, the system must provide the ability to continually notify subscribers entering the area of notification for a period of time as determined by the message initiator	Mandatory

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2. TECHNICAL REQUIREMENTS

2.1 MINIMUM FUNCTIONAL REQUIREMENTS

The following sections reflect the technical and business requirements for the desired, web-enabled, Service hosted or locally installed emergency telephone notification system.

2.2 USER INTERFACE (PRESENTATION LAYER)

The proposed solution's user interface is critical to the success of the application. Therefore, the State has established requirements that are designed to help maximize the business value of the application

The following Requirements are considered part of the Core application.

Requirements for the User Interface		
UI.01	The solution shall be browser-based and support Internet Explorer downstream to version 5.0	Mandatory
UI.02	The solution's help facilities shall be integrated in a manner that provides help in context and operation.	Mandatory
UI.03	The solution shall possess an application specific home page that provides authorized users with a vehicle through which essential and vital information can be communicated to the solutions users when they log into the system.	Mandatory
UI.04	The solution shall recognize the end-user's organizational hierarchy and provide for the presentation of case assignment information that is reflective of subordinates' cases assignments and separated by assigned Worker. <i>Please refer also to SS.01.</i>	Mandatory
UI.05	The solution shall combine the use of high quality icons and other visual metaphors in conjunction with textual information to increase the effectiveness of the visual presentation.	Mandatory

2.3 REPORTING AND MANAGEMENT INFORMATION SYSTEMS

The proposed solution shall have the capacity to generate basic management and related reports.

The following Requirements are considered part of the Core application.

Requirements for Reporting and Information Services		
IS.01	The solution shall be capable of delivering report type information to the users of the application by means of the browser.	Mandatory
IS.02	The solution shall be capable of providing a common "format for printer" capability that can be made available on selected web pages to permit the users to print case information in a manner suitable for a standard 8½" X 11" printer paper.	Mandatory
IS.03	Basic System Management Reports.	Mandatory
IS.04	A vehicle for power users and administrators to create and distribute custom reports. Distribution must be available in the most common formats (e-mail, HTML, PDF, Excel) and generation and distribution should be possible to schedule.	Desirable
IS.05	Aggregate-level reports must have the capability to drill down into supporting detail.	Desirable

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2.4 ARCHITECTURE PERFORMANCE BENCHMARKS

The performance of the solution is critical to ensuring that IV-E services can be provided within reasonable timeframes.

The following Requirements are considered part of the Core application.

Requirements for Architecture Performance			
SP.01	The solution shall meet the following performance benchmarks:		
	SP.01.A	Mean Time to Recovery: ≤ 30 Minutes	Mandatory
	SP.01.B	System Reliability (Uptime) at 24 X 7 ¹ : ≥ 98.3%	Mandatory
	SP.01.C	Transaction Update: ≤ 5 Second	Mandatory
	SP.01.D	Transaction Inquiry: ≤ 5 Second	Mandatory
	SP.01.E	Canned Reports with Standard Criteria ≤ 20 Seconds	Mandatory
	SP.01.F	Reports with Variable Criteria ≤ 60 Seconds	Mandatory

2.5 SYSTEM DOCUMENTATION

The vendor is expected to develop and maintain a library of critical and essential information related to the proposed solution. This library is collectively known as the solution's "System Documentation". Wherever possible, all system documentation should be developed using the Microsoft Office product suite, including Word for narratives and Visio is preferred for flowcharts, diagrams or illustrations. The numbers of desired copies for System Documentation are: (4 Copies Each printed, 1 Electronic Version)

The following Requirements are considered part of the Core application.

Requirements for System Documentation			
SD.01	Programming Standards and Best Practices		Mandatory
SD.02	Application API Manual (<i>If Applicable</i>)		Mandatory
SD.03	Systems Administration and Technical Resource Manual(s)		Mandatory
SD.04	Application Architecture		Mandatory
	SD.04.A	Comprehensive Architecture and Component Descriptions	Mandatory
	SD.04.B	Networking Diagram(s)	Mandatory
	SD.04.C	Use Cases	Mandatory
	SD.04.D	Component Architecture Diagram	Mandatory
	SD.04.E	Business Transaction Diagram and Rules	Mandatory
SD.05	Security Administration and Management		Mandatory
SD.06	User Quick Start Desktop Reference (Laminated Card or Flip Cards)		Mandatory
SD.07	Comprehensive Application User's Guide		Mandatory
SD.08	Training Supports		
	SD.08.A	Train the Trainer Curriculum and Manual	Mandatory
	SD.08.B	Trainee Manuals	Mandatory
SD.09	Web-based Help Systems		Desirable

¹ Exclusive of scheduled State downtime or downtime outside the control of the proposed solution.

Attachment 7 - Contract Compliance Regulations and Notification to Bidder

Section 4a-60g through 4a-60j of the Connecticut General Statutes sets forth the State's Small Business Set-Aside program and the percentage of applicable purchases that must be set-aside for certified small businesses. Effective July 1, 1988, Twenty-five (25%) of the average total value of all contracts let for each of the previous three fiscal years must be set aside.

The Department of Information Technology is requesting that vendors responding to this RFP set aside a portion for a small, minority or women's business enterprise as a supplier of goods, a supplier of services and/or as a subcontractor. Prospective Vendors may obtain a list of firms certified to participate in the Set-Aside program by contacting the Department of Administrative Services (DAS), 165 Capitol Avenue Hartford, Connecticut 06106, Room G8A, Business Connections/Set-Aside Unit, Telephone (860)-713-5236. The DAS web site may be accessed at <http://www.das.state.ct.us/busopp.asp>.

Bidders may fulfill this obligation through a subcontract for any services related to this contract by utilizing small, minority or women-owned businesses as suppliers of goods or services.

During the evaluation process, special consideration will be given to those Bidders who provide documentation to evidence their utilization of a certified small minority or women's business and/or demonstrate the Bidder's commitment to, whenever possible, utilize a certified small minority or women's business. Bidders should identify the certified small minority or women's business, the goods or services the business will supply and the percentage of the overall contract amount that will be set-aside in the Technical Proposal, as well as identifying a specific dollar amount in the Business (Cost) Proposal. Note that no dollar amounts are to appear in the Technical and Business Proposal.

Additionally, Vendors are to complete the Commission on Human Rights and Opportunities Contract Compliance Monitoring Report that appears at the end of this Attachment and submit the completed, signed Report (labeled CHRO-4) with the Proposal

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**CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS**

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the CONN. GEN. STAT.; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the CONN. GEN. STAT. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies which establish a procedure for the awarding of all contracts covered by Sections 4a-60 and 46a-71(d) of the CONN. GEN. STAT.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the Contract Compliance Requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors, and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the CONN. GEN. STAT. as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n.” Minority groups are defined in section 32-9n of the CONN. GEN. STAT. as “(1) Black Americans... (2) Hispanic Americans... (3) persons who have origins in the Iberian Peninsula... (4) Women... (5) Asian Pacific American and Pacific Islanders; (6) American Indians...” A business owned by an individual(s) with a physical disability is also a minority business enterprise as provided by Section 32-9e of the CONN. GEN. STAT. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (A) the bidder’s success in implementing an affirmative action plan;
- (B) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 inclusive, of the Regulations of Connecticut State Agencies;
- (C) the bidder’s promise to develop and implement a successful affirmative action plan;
- (D) the bidder’s submission of EEO-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and gender composition of the workforce in the relevant labor market area; and,
- (E) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and included with the Proposal submitted in response to this RFP.

The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidder's compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's "good faith efforts" to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 32-9e CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a non-profit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 32-9e CONN. GEN. STAT.

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2) **Description of Job Categories (as used in Part IV Bidder Employment Information)**

<p><u>Officials, Managers and Supervisors</u> - Occupations requiring administrative personnel who set broad policies, exercise over-all responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes officials, executives, middle management, plant managers, department managers, and superintendents, salaried forepersons who are members of management, purchasing agents and buyers, and kindred workers.</p> <p><u>Professionals</u> - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, personnel and labor relations workers, physical scientists, physicians, social scientists, teachers, kindred workers.</p> <p><u>Technicians</u> - Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through about 2 years of post high school education, such as is offered in technical institutes and junior colleges, or through equivalent on-the-job training. Includes: draftspersons, engineering aides, junior engineers, mathematical aides, nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic, physical sciences), and kindred workers.</p> <p><u>Sales Workers</u> - Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and sales persons, insurance agents and brokers, real estate agents and brokers, stock and bond salespersons, demonstrators, sales people and sales clerks, and kindred workers.</p> <p><u>Office and Clerical Workers</u> - Includes all clerical type work regardless of level of difficulty, where the activities are predominantly non-</p>	<p><u>Skilled Workers</u> - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes in their work. They exercise considerable independent judgment and usually receive an extensive period of training. Includes: building trades hourly paid forepersons and lead persons who are not members of management, mechanics and repair people, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors, and kindred workers.</p> <p><u>Semi-Skilled Workers</u> - Workers who operate machine or processing equipment or perform other factory type duties of intermediate skill level which can be mastered in a few weeks and require only limited training.</p> <p><u>Unskilled Workers</u> - Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require application of little or no independent judgment. Includes: garage laborers, car washers and greasers, gardeners (except farm) and grounds keepers, longshore persons and stevedores, wood cutters and choppers, laborers performing lifting, digging, mixing, loading, and pulling operations, and kindred workers.</p> <p><u>Service Workers</u> - Workers in both protective and non-protective service occupations. Includes: attendants (hospital and other institution, professional, and personal service), barbers, cleaning workers, cooks (except house-hold), counter and fountain workers, fire fighters, police officers and detectives, security workers and doorkeepers, stewards, janitors, porters, food servers and kindred workers.</p> <p><u>Apprentices</u> - Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprenticeship, regardless of</p>
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<p>manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, cashiers, collectors (bills and accounts), messengers and office workers, office machine and computer operators, shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, and kindred workers.</p>	<p>whether the program is registered with a state or federal agency.</p> <p><u>Trainees</u> - Persons engaged in a formal training for craft worker when not trained under an apprenticeship program. Includes: operatives, laborer and service occupations. Also includes persons engaged in formal training for official, managerial, professional, technical, sales, office, and clerical occupations.</p>
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3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

<p><u>White</u> (not of Hispanic Origin) - All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u> (not of Hispanic Origin) - All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u> All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u> All persons having origins in any of the original peoples of the Far East, Southeast Asia, Indian subcontinent or Pacific Islands. Includes China, India, Japan, Korea, Philippine Islands, & Samoa.</p> <p><u>American Indian or Alaskan Native</u> All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number (FEIN) or Social Security Number (SSN)
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Is bidder a small contractor? <input type="checkbox"/> Yes <input type="checkbox"/> No
Bidder Parent Company (if any)	-Is bidder a minority business enterprise? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, check ownership category <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Iberian Peninsula <input type="checkbox"/> Individual(s) with a Physical Disability <input type="checkbox"/>
Other Locations in CT (if any)	Female -Is bidder certified as above by the State of CT (DAS)? <input type="checkbox"/> Yes <input type="checkbox"/> No

PART II - Bidder Non-Discrimination Policies & Procedures

1. Does your company have a written Equal Employment Opportunity statement posted on company bulletin boards? <input type="checkbox"/> Yes <input type="checkbox"/> No	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a of the Conn. Gen. Stat.? <input type="checkbox"/> Yes <input type="checkbox"/> No
2. Does your company have a written sexual harassment in the workplace policy posted on company bulletin boards? <input type="checkbox"/> Yes <input type="checkbox"/> No	8. Do you, upon request, provide reasonable accommodation to employees or applicants for employment who have physical or mental disability? <input type="checkbox"/> Yes <input type="checkbox"/> No
3. Do you notify all recruitment sources in writing of your company non-discrimination employment policy? <input type="checkbox"/> Yes <input type="checkbox"/> No	9. Does your company have a mandatory retirement age for all employees? <input type="checkbox"/> Yes <input type="checkbox"/> No

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<p>4. Do your company advertisements contain a written statement that you are an Equal Opportunity Employer? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p>
<p>5. Do you notify the CT State Employment Service of all employment openings with your company? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>11. If your company has apprenticeship programs, do they meet the equal opportunity requirements of the apprenticeship standards of the CT Dept. of Labor? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p>
<p>6. Does your company have a collective bargaining agreement with workers? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>6b. Have you notified each union, in writing, of your commitments under the non-discrimination requirements of contracts with the State of CT? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>12. Does your company have a written affirmative action plan? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>13. Is there a person in your company who is responsible for Equal Employment Opportunity? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide name and phone number:</p>

PART III - Bidder Subcontracting Practices

<p>1. Will the work of this contract include subcontractors or suppliers? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>1a. If yes, list all the subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise (as defined on page 1). Attach additional sheets if necessary.</p> <p>1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

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PART IV - Bidder Employment Information

JOB CATEGORY	OVERALL TOTALS		WHITE (NOT OF HISPANIC ORIGIN)		BLACK (NOT OF HISPANIC ORIGIN)		HISPANIC		ASIAN / PACIFIC ISLANDER		AMERICAN INDIAN OR ALASKAN NATIVE	
	F	M	F	M	F	M	F	M	F	M	F	M
Officials/Managers												
Professionals												
Technicians												
Sales Workers												
Office/Clerical												
Craft Workers												
Laborers (Unskilled)												
Service Workers												
TOTALS ABOVE												
Total One Year Ago												
FORMAL ON-THE-JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN)												
Apprentices												
Trainees												

According to the above employment report, is the composition of your workforce at or near parity when compared with the racial and gender composition of the workforce in the relevant labor market area?

☐ Yes ☐ No

PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percentage used)				2. Check (✓) any of the requirements listed below that you use as a hiring qualification. (✓)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination.
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	

State of Connecticut, Department of Emergency Management and Homeland Security
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Private Employment Agencies					Ability to Speak or Write English
Schools and Colleges					Written Tests
Newspaper Advertisement					High School Diploma
Walk Ins					College Degree
Present Employees					Union Membership
Minority/Community Organizations					Personal Recommendation
Labor Organizations					Height or Weight
Others (please identify)					Car Ownership
					Arrest Record
					Wage Garnishment

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatement of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

Signature	Title	Date Signed	Telephone

Attachment 8 – Vendor’s Checklist

This signed CHECKLIST is required to be submitted with your proposal.

- 1.) We have listed our contact person’s name, title, address, phone #, email, etc. including the Company’s FEIN number: _____
- 2.) We have provided the RFP response in properly marked, sealed envelopes or boxes before the proposal due date and time _____
- 3.) We have provided our proposal following the page and text formats required. _____
- 4.) We have completed the Vendor Questionnaire (Attachment 1). _____
- 5.) We have completed the Transmittal Letter as required, and have included the required forms and signed face sheets for each amendment issued after issuance of the RFP. _____
- 6.) We have provided a Table of Contents. _____
- 7.) We have provided one or more Executive Summaries. _____
- 8.) We have provided original signatures on the Vendor Proposal Validation and Authorization Statement and Transmittal Letter. _____
- 9.) We have included a completed Functional Requirements Vendor Response Form as instructed in Attachment 2. _____
- 10.) We have included a description of ourselves, including a company annual report or unaudited financial statement as required by the RFP and a description of relevant experience. _____
- 11.) We have included 3 references with name, address, email and telephone. _____
- 12.) Where we have exceptions or additions in pricing or costs, we have explained them in sufficient detail that the State can determine the complete cost of our service proposal. _____
- 13.) We have included electronic copy as instructed in Attachment 2: _____
- 14.) We have included hardcopies as instructed in Attachment 2: _____
- 15.) We have addressed all the mandatory requirements listed in the RFP: _____
- 16.) We have provided a cross-walk between the requirements document and the sections of our response that pertains to these crosswalks. _____
- 17.) We have completed the Affidavits regarding Gifts. _____

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- 18.) We have filled out, signed and returned the Commission on Human Rights and Opportunities Compliance Monitoring Report (Pages 6 & 7 of Attachment 7) _____
- 19.) We have read and understand the State of Connecticut Conceptual Architecture Principles and Requirements for Technical Architecture. We have also read and understand the nine domain architecture documents that comprise the Enterprise Wide Technical Architecture: _____
- 20.) We acknowledge that the proposal is the sole property of the State of Connecticut: _____
- 21.) There are no proprietary statements in the Proposal, except as clearly noted and permitted: _____

We, _____, (Company Name) accept the terms and conditions of this bid. Any exceptions that we have taken to this bid are attached in writing in the Transmittal Letter.

VENDOR NAME: _____

SUBMITTED BY: _____
SIGNATURE

PRINT

DATE: _____

Attachment 9 - Certification Regarding Lobbying

CONTRACTOR: _____

PERIOD: _____

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member or Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member or Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) at that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SIGNATURE

TYPED NAME & TITLE

FIRM/ORGANIZATION

DATE

Attachment 10 – Vendor Affidavits

STATE OF CONNECTICUT OFFICE OF POLICY AND MANAGEMENT Policies and Guidelines

Gift Affidavit **(Bid or Proposal)**

Gift affidavit to accompany bids or proposals for state procurements with a value of \$50,000 or more in a calendar or fiscal year and licensing arrangements with a cost to the State greater than \$500,000 in a calendar or fiscal year, pursuant Conn. Gen. Stat. §§ 4-250 and 251, and Governor M. Jodi Rell's Executive Order No. 7B, para. 10.

I, Type/Print Name, Title and Name of Firm or Corporation, hereby swear that during the two-year period preceding the submission of this bid or proposal that neither myself nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or proposal nor any agent of the above gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the state agency or quasi-public agency soliciting the bids or proposals who participated directly, extensively, and substantially in the preparation of the bid solicitation or preparation of request for proposal or (2) to any public official or state employee who has supervisory or appointing authority over the state agency or quasi-public agency soliciting the bid or proposal, except the gifts listed below:

<u>Name of Benefactor</u>	<u>Name of recipient</u>	<u>Gift Description</u>	<u>Value</u>	<u>Date of Gift</u>
---------------------------	--------------------------	-------------------------	--------------	---------------------

List information here

Further, neither I nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or proposal know of any action to circumvent this gift affidavit.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Signature

Date

Sworn and subscribed before me on this _____ day of _____, 200__

Commissioner of the Superior Court
Notary Public

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

Campaign Contribution Affidavit
(Bid or Proposal)

*Campaign contribution affidavit to accompany bids or proposals for Large State Contracts
(having a total cost to the State of more than \$500,000), pursuant to Governor M. Jodi
Rell's Executive Order No. 1, para 8. and Conn. Gen. Stat. § 4-250*

I, Type/Print Name, Title and Name of Firm or Corporation, hereby swear that during the two-year period preceding the submission of this bid or proposal, neither I nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or proposal nor any agent of the above gave a contribution to a candidate for statewide public office or the General Assembly, as defined in Conn. Gen. Stat. §9-333b, except as listed below:

<u>Contributor</u>	<u>Recipient</u>	<u>Amount/Value</u>	<u>Date of Contribution</u>	<u>Contribution Description</u>
--------------------	------------------	---------------------	-----------------------------	---------------------------------

List information here

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Signature

Date

Sworn and subscribed before me on this _____ day of _____, 200__

Commissioner of the Superior Court
Notary Public

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

Consulting Agreement Affidavit

Consulting agreement affidavit to accompany state contracts for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Section 51 of Public Act 05-287.

This affidavit is required if a bidder or vendor has entered into any consulting agreements whereby the duties of the consultant include communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. Pursuant to Section 51 of P.A. 05-287, "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of this section.

I, Type/Print Name, Title and Name of Firm or Corporation, hereby swear that I am the chief official of the bidder or vendor of the Contract or authorized to execute such Contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except the agreements listed below:

Contractor's Name, Title and Firm or Corporation:

Terms of Consulting Agreement (Date of Execution, Amount, Expiration Date):

Brief Description of Services Provided (Purpose, Scope, Activities, Outcomes):

☐ Yes ☐ No Is the Consultant a former state employee or public official?

If yes, provide the following information about the former state employee or public official:

- Former Agency:
- Date Such Employment Terminated:

Attach additional sheets if necessary. This affidavit must be amended if Contractor enters into any new consulting agreements during the term of this Contract

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Signature

Date

Sworn and subscribed before me on this _____ day of _____, 200__

Commissioner of the Superior Court
Notary Public

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

This form is **MANDATORY** and must be completed, signed, and returned before the Contractor's bid can be considered by the State. **NO STATE AGENCY SHALL ACCEPT A BID FOR A LARGE STATE CONSTRUCTION OR PROCUREMENT CONTRACT WITHOUT SUCH AFFIRMATION.**

**ACKNOWLEDGMENT OF RECEIPT OF SUMMARY OF STATE ETHICS
LAWS**

(Bid or Proposal)

INSTRUCTION: Contractor must sign the acknowledgment below, and return this form to the awarding State agency.

The undersigned duly authorized representative of the bidding Contractor acknowledges (1) receipt of the summary of State ethics laws (2) that key employees of such Contractor have read and understand the summary and (3) that Contractor agrees to comply with the provisions of State ethics laws.

(Please print name under signature line.)

Signature

Title

Date

On behalf of:

Contractor Name

Street Address

City

State

Zip

Federal Employee Identification Number
(FEIN/SSN)

This form is **MANDATORY** and must be completed, signed, and returned to the awarding State agency pursuant to Section 37 of Public Act. No. 05-287

Plain Language Summary of State Ethics Laws for Current and Potential State Contractors

Note: The following is a summary of the major ethics laws and related provisions applicable to current and potential state contractors. For more detailed information or to discuss any questions you may have, contact the Office of State Ethics at (860) 566-4472.

RESTRICTIONS ON THE BENEFITS YOU MAY GIVE TO STATE PERSONNEL

GIFTS: In general, no one doing business with or seeking business from a state or quasi-public agency may give a gift to an official or employee of that agency. Connecticut's gift ban is strict, but has some exceptions. For example, under the Ethics Code, you may give: (1) food and drink up to \$50 per person per year, if the person paying, or his or her representative, is in attendance; and (2) tangible gifts up to \$10 per item up to \$50 per person per year. Also exempt are certain items such as informational materials, or plaques costing less than \$100. For a complete list of the Code's gift exceptions, consult Conn. Gen. Stat. § 1-79(e) or contact the Office of State Ethics.

IMPORTANT RECENT CHANGE IN LAW: As of July 1, 2004, gifts for "major life events," including a wedding or the birth of a child, which were previously exempt from the gift ban, are now subject to the strict gift limits outlined above if the gifts are provided by any individual or entity doing business with or seeking business from the state.

NOTE: State agencies may have stricter gift rules than the provisions of the Ethics Code (for example, an agency policy may ban all food and drink). Be sure to obtain a copy of the agency's ethics policy before you provide any benefit to an agency official/employee.

NECESSARY EXPENSES: Under the Ethics Code, you may not pay a fee or an honorarium to a state official or employee for making a speech or appearing at your organization's event. You may, however, under limited circumstances, pay the "necessary expenses" of such a state servant. These expenses are limited to: necessary travel, lodging for the nights before, or and after the speech, meals and conference fees. There may be reporting requirements attached to the giving and taking of necessary expenses, so contact the Office of State Ethics if you need more information. **NOTE:** Before providing necessary expenses, check with the state agency's ethics officer to determine if the agency allows such payments.

GIFTS TO THE STATE: The Ethics Code allows limited "gifts to the state" which facilitate state action or functions (for example, donating a piece of equipment to the agency).

NOTE: Recent legislation was passed that may impact gifts to the state. Please contact the Office of State Ethics before giving a gift to the state to determine if such donations are acceptable.

RULES ON HIRING STATE PERSONNEL

Before you hire a current or **former** state employee, you should be aware of certain provisions of the Ethics Code. First, if you are considering hiring a current state employee, especially from a state agency with which you do business or by which you are regulated, you should know the following:

A current state employee must not accept outside employment that impairs his independence of judgment regarding his state duties, or that encourages him to disclose confidential information learned in his state job. Also, a current state employee may not use his or her state position for financial gain, however inadvertent that use may be. Therefore, for example, a current state employee who exercises any

contractual, supervisory or regulatory authority over you or your business may not be able to work for you.

Second, if you are considering hiring a **former** state employee, you should be aware of the Ethics Code's post-state employment, or revolving door, laws:

If you hire or otherwise engage the services of a former state official or employee, he or she may not represent you before his or her former agency for one year after leaving state service.

NOTE: The former State Ethics Commission established a limited exception to this provision which allows the former employee to return to his or her former agency within the one year period for the sole purpose of providing technical expertise (for example, to help implement a previously awarded contract). This is a fact-specific exception that applies in very limited circumstances: therefore, you should contact the Office of State Ethics for further assistance if you think this exception applies to you.

If a state official or employee was substantially involved in, or supervised, the negotiation or award of a contract valued at \$50,000 or more, and the contract was signed within his or her last year of state service, and you or your business was one of the parties to the contract, then you and/or your business are prohibited from hiring him or her for one year after he or she leaves state employment.

A former state official or employee can **never** represent anyone other than the state regarding a particular matter in which he or she was personally and substantially involved while in state service and in which the state has a substantial interest.

Third, there are approximately 75 state officials or employees who may not negotiate for, seek or accept employment with any business subject to regulation by their agency, and may not accept employment with such a business for one year after leaving state service. Under that section of the law, it is also illegal for a business in the industry to employ such an individual.

CONFLICT OF INTEREST RULES THAT APPLY TO YOU AS A STATE CONTRACTOR

Under Conn. Gen. Stat. §1-86e of the Ethics Code, no state contractor, including a consultant or other independent contractor, can use the authority provided under the contract, or confidential information acquired in the performance of the contract, to obtain financial gain for himself, his employee, or a member of his immediate family. Also, a state contractor cannot accept another state contract that would impair his independence of judgment in the performance of the first contract. Finally, a state contractor cannot accept anything of value based on an understanding that his actions on behalf of the state would be influenced.

It is important to call the Office of State Ethics at (860) 566-4472 to discuss the application of this law, or any of the other ethics laws, to your specific situation.

OTHER ETHICS PROVISIONS THAT MAY APPLY TO YOU

Contractors seeking large state contracts are required to execute affidavits regarding gifts and/or campaign contributions made to certain state employees or public officials in the two-year period prior to the submission of a bid or proposal. You need to check the web sites of both the Department of Administrative Services, www.das.state.ct.us, and the Office of Policy and Management, www.opm.state.ct.us, for copies of these affidavits and for other updated information regarding state contractors. Also, because the particular agency with which you wish to contract may have specific rules that you must follow, you need to check with that agency as well.

State of Connecticut, Department of Emergency Management and Homeland Security
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If you or your business provides “investment services” as defined in the Code of Ethics, and you make a political contribution in connection with the Office of the Treasurer, you may be prohibited from contracting with that office. See Conn. Gen. Stat. § 1-84(n).

Finally, if you or your business spends or receives \$2,000 or more in a calendar year for activities that constitute lobbying under the Ethics Code, whether to affect legislation or the actions of an administrative state agency, then you and/or your business may have to register as a lobbyist with the Office of State Ethics, and more ethics rules will apply to you. Contact the Office of State Ethics, or review the lobbyist registration information at www.ct.gov/ethics.

Recent legislation (Public Act 05-287) prohibits anyone who is a party (or who is seeking to become a party) to a state construction, procurement, or consultant services contract over \$500,000 from:

- (1) Soliciting information from a public official or state employee that is not available to other bidders for that contract, with the intent to obtain a competitive advantage over other bidders;
- (2) intentionally or recklessly charging a state agency for work not performed or goods or services not provided, or falsifying invoices or bills; or
- (3) intentionally violating or trying to circumvent the state competitive bidding and ethics laws.

Recent legislation (Public Act 05-287) also requires any prospective state contractor to affirm in writing that he or she has been provided with a summary of the state’s ethics laws and that his key employees have read and understood the summary and agree to comply with the applicable provisions of the ethics law.

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

This form is **MANDATORY** and must be completed, signed, and returned to the Contractor. Contractor shall be obligated to provide such affirmation to the awarding State agency in a timely manner. **FAILURE TO SUBMIT SUCH AFFIRMATIONS IN A TIMELY MANNER SHALL BE CAUSE FOR TERMINATION OF THE LARGE STATE CONSTRUCTION OR PROCUREMENT CONTRACT.**

SUBCONTRACTOR AND/OR CONSULTANT
ACKNOWLEDGMENT OF RECEIPT OF SUMMARY OF STATE ETHICS
LAWS

INSTRUCTION: Subcontractor(s) and/or consultant(s) must sign the acknowledgment below, and return this form to the Contractor. Contractor is obligated to submit such affirmation to the awarding State agency in a timely manner.

The undersigned duly authorized representative of the subcontractor or consultant acknowledges (1) receipt of the summary of State ethics laws, (2) that key employees of such subcontractor or consultant have read and understand the summary and (3) agrees to comply with the provisions of State ethics laws.

(Please print name under signature line.)

Signature

Title

Date

On behalf of:

Subcontractor and/or Consultant Name

Street Address

City

State

Zip

Federal Employee Identification Number
(FEIN/SSN)

This form is **MANDATORY** and must be completed, signed, and returned to the Contractor. Contractor shall be obligated to provide such affirmation to the awarding State agency pursuant to Section 37 of Public Act No. 05-287.

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Note: The following is a summary of the major ethics laws and related provisions applicable to current and potential state contractors. For more detailed information or to discuss any questions you may have, contact the Office of State Ethics at (860) 566-4472.

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NOTE: State agencies may have stricter gift rules than the provisions of the Ethics Code (for example, an agency policy may ban all food and drink). Be sure to obtain a copy of the agency's ethics policy before you provide any benefit to an agency official/employee.

NECESSARY EXPENSES: Under the Ethics Code, you may not pay a fee or an honorarium to a state official or employee for making a speech or appearing at your organization's event. You may, however, under limited circumstances, pay the "necessary expenses" of such a state servant. These expenses are limited to: necessary travel, lodging for the nights before, or and after the speech, meals and conference fees. There may be reporting requirements attached to the giving and taking of necessary expenses, so contact the Office of State Ethics if you need more information. **NOTE:** Before providing necessary expenses, check with the state agency's ethics officer to determine if the agency allows such payments.

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Before you hire a current or **former** state employee, you should be aware of certain provisions of the Ethics Code. First, if you are considering hiring a current state employee, especially from a state agency with which you do business or by which you are regulated, you should know the following:

A current state employee must not accept outside employment that impairs his independence of judgment regarding his state duties, or that encourages him to disclose confidential information learned in his state job. Also, a current state employee may not use his or her state position for financial gain, however inadvertent that use may be. Therefore, for example, a current state employee who exercises any

contractual, supervisory or regulatory authority over you or your business may not be able to work for you.

Second, if you are considering hiring a **former** state employee, you should be aware of the Ethics Code's post-state employment, or revolving door, laws:

If you hire or otherwise engage the services of a former state official or employee, he or she may not represent you before his or her former agency for one year after leaving state service.

NOTE: The former State Ethics Commission established a limited exception to this provision which allows the former employee to return to his or her former agency within the one year period for the sole purpose of providing technical expertise (for example, to help implement a previously awarded contract). This is a fact-specific exception that applies in very limited circumstances: therefore, you should contact the Office of State Ethics for further assistance if you think this exception applies to you.

If a state official or employee was substantially involved in, or supervised, the negotiation or award of a contract valued at \$50,000 or more, and the contract was signed within his or her last year of state service, and you or your business was one of the parties to the contract, then you and/or your business are prohibited from hiring him or her for one year after he or she leaves state employment.

A former state official or employee can **never** represent anyone other than the state regarding a particular matter in which he or she was personally and substantially involved while in state service and in which the state has a substantial interest.

Third, there are approximately 75 state officials or employees who may not negotiate for, seek or accept employment with any business subject to regulation by their agency, and may not accept employment with such a business for one year after leaving state service. Under that section of the law, it is also illegal for a business in the industry to employ such an individual.

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Under Conn. Gen. Stat. §1-86e of the Ethics Code, no state contractor, including a consultant or other independent contractor, can use the authority provided under the contract, or confidential information acquired in the performance of the contract, to obtain financial gain for himself, his employee, or a member of his immediate family. Also, a state contractor cannot accept another state contract that would impair his independence of judgment in the performance of the first contract. Finally, a state contractor cannot accept anything of value based on an understanding that his actions on behalf of the state would be influenced.

It is important to call the Office of State Ethics at (860) 566-4472 to discuss the application of this law, or any of the other ethics laws, to your specific situation.

OTHER ETHICS PROVISIONS THAT MAY APPLY TO YOU

Contractors seeking large state contracts are required to execute affidavits regarding gifts and/or campaign contributions made to certain state employees or public officials in the two-year period prior to the submission of a bid or proposal. You need to check the web sites of both the Department of Administrative Services, www.das.state.ct.us, and the Office of Policy and Management, www.opm.state.ct.us, for copies of these affidavits and for other updated information regarding state contractors. Also, because the particular agency with which you wish to contract may have specific rules that you must follow, you need to check with that agency as well.

State of Connecticut, Department of Emergency Management and Homeland Security
Request for Proposals
Managed Emergency Telephone Notification Systems

If you or your business provides “investment services” as defined in the Code of Ethics, and you make a political contribution in connection with the Office of the Treasurer, you may be prohibited from contracting with that office. See Conn. Gen. Stat. § 1-84(n).

Finally, if you or your business spends or receives \$2,000 or more in a calendar year for activities that constitute lobbying under the Ethics Code, whether to affect legislation or the actions of an administrative state agency, then you and/or your business may have to register as a lobbyist with the Office of State Ethics, and more ethics rules will apply to you. Contact the Office of State Ethics, or review the lobbyist registration information at www.ct.gov/ethics.

Recent legislation (Public Act 05-287) prohibits anyone who is a party (or who is seeking to become a party) to a state construction, procurement, or consultant services contract over \$500,000 from:

- (1) Soliciting information from a public official or state employee that is not available to other bidders for that contract, with the intent to obtain a competitive advantage over other bidders;
- (2) intentionally or recklessly charging a state agency for work not performed or goods or services not provided, or falsifying invoices or bills; or
- (3) intentionally violating or trying to circumvent the state competitive bidding and ethics laws.

Recent legislation (Public Act 05-287) also requires any prospective state contractor to affirm in writing that he or she has been provided with a summary of the state’s ethics laws and that his key employees have read and understood the summary and agree to comply with the applicable provisions of the ethics law.

Attachment 11 – Evaluation and Selection Criteria

1. EVALUATION AND SELECTION PROCEDURES

1.2 GENERAL CONSIDERATIONS

All proposals that are properly submitted will be accepted by DOIT. However, DOIT reserves the right to request necessary amendments, reject any or all proposals received, or cancel this RFP, according to the best interest of the Department of Emergency Management and Homeland Security Managed Emergency Telephone Notification Systems Project.

Only those proposals that are determined to be sufficiently responsive will be evaluated. Failure to comply with the instructions or failure to submit a complete proposal may deem a proposal not sufficiently responsive. DOIT may reject any proposal that is incomplete, non-responsive, or in which there are significant inconsistencies or inaccuracies.

DOIT also reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the Managed Emergency Telephone Notification Systems Project. Where DOIT does waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse the Proposer from full compliance with RFP specifications and other contract requirements if the Proposer is awarded the contract.

DOIT shall consider unacceptable and may reject without further review proposals not containing the minimum mandatory proposal requirements or proposals that do not meet these requirements.

Minimum Mandatory Proposal Requirements are as follows:

- ◆ Proposals must be submitted no later than the proposal due date and time as specified in this RFP.
- ◆ The Technical Proposal transmittal letter shall be submitted as defined in this RFP.
- ◆ The Proposer must have followed the proposal submission requirements defined in this RFP.
- ◆ Mandatory forms identified in this RFP must be included in the proposal.
- ◆ The proposed system must meet all Federal requirements as well as all requirements specified in this RFP.
- ◆ The Proposer must assume Prime Contractor responsibilities for all project activities.

**State of Connecticut, Department of Emergency Management and Homeland Security
Request for Proposals
Managed Emergency Telephone Notification System (METNS)**

2. EVALUATION METHODOLOGY

Each proposal will be evaluated and scored by an evaluation team composed of designees from the Department of Emergency Management and Homeland Security Managed Emergency Telephone Notification Systems Project Team.

The Department of Emergency Management and Homeland Security Managed Emergency Telephone Notification Systems Project Team members will have extensive experience in information processing and emergency management systems. The Emergency Telephone Notification Systems Project Team will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this procurement.

DOIT or the Department of Emergency Management and Homeland Security may designate other professional staff to assist in the evaluation phases. Other designated persons may act as observers during the evaluation and selection process. The following evaluation criteria categories will be used to develop more detailed criteria that will be used during the evaluation process:

- ◆ The Proposer's qualifications, including but not limited to, financial position, legal standing, ethics compliance, small business or minority certification, CHRO compliance
- ◆ The Proposing firm's documented experience in successfully completing projects of a similar size and scope, ideally, in the same or comparable line of business, to those required by this RFP.
- ◆ The Proposer's general approach, including systems integration, resourcing, and architecture, with an overall plan to meet the requirements of this RFP
- ◆ The Proposer's detailed approach, including systems development life cycle (SDLC), organization, and functional design, with detailed plans to perform the services required by the scope of work of this RFP.
- ◆ Qualifications and experience of personnel assigned to the project with emphasis on documented experience in successfully completing work on projects of a similar size and scope, in the same or comparable line of business, to those required by this RFP. The vendor's core team for the project must be identified and resumes must be submitted as specified in this RFP.
- ◆ Business and personnel reference checks may be made as part of the evaluation process. Reference checks might not be limited to specific customer references cited in the proposal. Moreover, in the case of a proposed transfer application, evidence of successful systems implementation or certification may be required
- ◆ The overall ability of the Proposing firm, as judged by the Department, to begin and successfully complete the project within the proposed schedule. This judgment will include, but will not be limited to, such factors as staff commitment to the project, project management and control plan, project organization and availability of staff.

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- ◆ The Proposer's total fixed and/or estimated costs for the project and total fixed and/or estimated costs of system components.

2.1 PROPOSAL RECEIPT AND REVIEW

Proposals will be reviewed to initially determine if minimum submission requirements have been met. The review will verify that the proposal was received before the date and time specified in *Section 3.1.1* of this RFP. The proposals will be reviewed to assure the submission of the correct number of copies, the presence of all required signatures, and sufficient responsiveness of the proposal to the needs outlined in this RFP to permit a complete evaluation. Failure to meet minimum submission requirements could result in the proposal being rejected and not included in the evaluation process.

Upon receipt, the proposal information will be disclosed to the Department of Emergency Management and Homeland Security Emergency Telephone Notification Systems Project members only. The proposal will not be publicly opened. The possible need for negotiation of "Best and Final Offer" necessitates the need for privacy.

3. EVALUATION OF PROPOSALS

Only proposals that meet the minimum mandatory proposal requirements will be considered for evaluation. During the evaluation process, the Emergency Telephone Notification Systems Project reserves the right to initiate discussions with Proposers who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals; however, proposals may be accepted and evaluated without such discussion. The Emergency Telephone Notification Systems Project Team reserves the right to waive minor irregularities.

3.1 EVALUATION OF OPTIONAL SECTIONS

Responding vendors who supply valid proposals for the optional section of this RFP will be evaluated separately from vendors that propose a Core solution. In this way, vendors who chose only to propose a solution for the Optional portions of the RFP can compete fairly against vendors who may have proposed both Core and the Optional sections. Therefore no vendor will gain or lose competitive advantage over another vendor based on whether or not they satisfy the Optional sections.

3.2 BASELINE EVALUATION CRITERIA

The evaluation of qualified submitted Proposals will involve the point scoring of each proposal in each of the areas identified in the table below. While a maximum score of 7000 is possible; proposals must achieve a minimum score of 3000 points to be considered responsive. Any Proposal not achieving the minimum score will not receive further consideration.

Qualifications	600 Points
Financial and Legal Stability	400 Points
Staffing Qualifications	600 Points
Management and Work Plans	400 Points
Business and Technical Requirements	1,800 Points
Proposed System Solution	3,200 Points

After completing independent evaluations, the Emergency Telephone Notification Systems Project Team members will meet as a total team to score the proposals. At this time, the technical evaluation points given by each evaluator will be summed and proposals ranked accordingly.

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4. EVALUATION OF COST PROPOSALS

The evaluation of the Cost Proposal from, *Attachment 3*, shall be worth a maximum total of 3,000 points.

5. COMBINED TECHNICAL AND COST EVALUATION

Proposal scores on the cost and technical evaluations will be summed and ranked accordingly. The proposal receiving the highest score will be selected as the successful Vendor.

6. GENERAL CONTRACT NEGOTIATION AND AWARD PROCESS

6.1 ORAL PRESENTATION

Proposers who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Emergency Telephone Notification Systems Project Team. The purpose of such presentations is to provide an opportunity for Proposers to clarify or elaborate on their proposal. Original proposal submissions cannot be supplemented, changed, or corrected in any way. No comments regarding other Proposers or proposals are permitted, and Proposers may not attend the presentations of their competitors.

Oral Presentations have no intrinsic point value in the proposal evaluation process. However, on the basis of a demonstration of its proposed system, the score for a proposed client data and/or retail solutions may decrease based on the judgment of the Emergency Telephone Notification Systems Project Team.

Proposers must clearly understand that it is the Emergency Telephone Notification Systems Project Team's sole option to determine which Proposers, if any, will be invited to make an oral presentation. Proposers shall not construe the list of firms invited, if any, to imply acceptance or rejection of any proposal(s).

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6.2 BEST AND FINAL OFFER

The Emergency Telephone Notification Systems Project Team may determine if it is in the best interest of the Managed Emergency Telephone Notification System Project to seek a “Best and Final Offer” from Proposers submitting acceptable or potentially acceptable proposals. The “Best and Final Offer” would provide a Proposer the opportunity to amend or change its original proposal to make it more acceptable to the Managed Emergency Telephone Notification System Project’s purpose. The Managed Emergency Telephone Notification System Team reserves the right whether or not to exercise this option.

6.3 CONTRACTOR AWARD

If the Managed Emergency Telephone Notification System Team awards the right to negotiate a contract as a result of this procurement, the successful Prime Contractor(s) shall be advised of the award intention by letter. The successful Prime Contractor must then indicate agreement to enter into a contract with DOIT.

The contract awarded for the core services as a result of this RFP will be originated by DOIT. The contract shall incorporate in its provisions this RFP, the successful Prime Contractor’s proposal, and any other pertinent documents.